

AGENDA # _____

DATE _____

AGENDA REPORT

Prepared for the

CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 1/29/2022

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks # 317969 through #318111 totaling \$ 588,057.44 and EFT's #9102288 to 9102305 totaling \$ 9818.52 for an A/P total of \$ 182,388.00 dated 3/07/22 thru 3/11/2022.

In addition, payroll checks #96994 through #97064 were issued totaling \$ 38,733.79 and EFT's 5260782 through 5262666 were made totaling \$ 1,055,684.12 for a payroll total of \$ 1,094,417.91 for the month of February 2022.

A listing of all paid warrants is available in the Cascade County Commissioners Office.

AGENDA # _____ DATE _____

AGENDA REPORT

Prepared for the
CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 2/26/22

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #317796 through #317968 totaling \$ 578,686.64 and EFT #22822 to #22820221 totaling \$ 732.03 for an A/P total of \$ 579,418.67 dated 2/28/2022 through 3/03/22.

A listing of all paid checks is available in the Cascade County Commissioners Office.

AGENDA # _____

DATE _____

AGENDA REPORT

Prepared for the

CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 2/19/22

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #317629 through #317795 totaling \$ 531,551.46 and EFT #22222 to #22220221 and #9102273 through #9102287 totaling \$ 396,620.06 for an A/P total of \$ 1,035,985.33 dated 2/22/2022 through 2/25/22.

A listing of all paid checks is available in the Cascade County Commissioners Office.

TREASURER'S MONTHLY REPORT-BANK BALANCES, INVESTMENTS, REVENUES AND DISBURSEMENTS

February 28, 2022

BANK BALANCES:

	STATEMENTS
US BANK MASTER ACCOUNT	\$ 4,957,298.06
TOTAL	<u>\$ 4,957,298.06</u>

INVESTMENTS:

MT Board of Investments - Short Term Investment Pool (STIP)	\$ 50,980,606.98
TOTAL	<u>\$ 50,980,606.98</u>
GRAND TOTAL	<u>\$ 55,937,905.04</u>

OTHER BANK BALANCES:

	STATEMENTS
CLERK OF COURT RESTITUTION	\$ 15,564.23
SHERIFF'S COMMISSARY	\$ 181,772.73
SHERIFF'S CIVIL	\$ 137,067.25
SHERIFF'S EVIDENCE	\$ 345,352.19
JUSTICE COURT OLD TRUST	\$ 1,119.12
JUSTICE COURT NEW TRUST	\$ 90,520.19
TOTAL	<u>\$ 771,395.71</u>

RECEIPTS:

MOTOR VEHICLE	\$ 721,887.94
PROPERTY TAX	\$ 1,186,771.28
REVENUE RECEIPTS	\$ 3,990,985.16
TOTAL	<u>\$ 5,899,644.38</u>

DISBURSEMENTS: Made in the current month.

MONTANA MOTOR VEHICLE DIVISION	\$ 512,090.08
MONTANA DEPT. OF REVENUE	\$ 202,017.88
CITY OF GREAT FALLS	\$ 427,229.08
GREAT FALLS PUBLIC SCHOOLS	\$ 374,433.62
MISC. REMITTANCES	\$ 34,530.88
TOTAL	<u>\$ 1,550,301.54</u>

CASCADE COUNTY WORK SESSION MINUTES

VIA ZOOM ONLINE MEETING

March 2, 2021 – 2:00 P.M.

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). **Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment.** This written record is in draft form until the Commissioners officially approve March 3, 2021.

COMMISSION
MINUTES
JOURNAL # 61

Board of Cascade County Commissioners: Chairman Briggs via Zoom, Commissioner Jim Larson excused and Commissioner Don Ryan in the Chambers.

Staff Present: Les Payne– Public Works Director, Sean Higginbotham- IT, Mary Embleton – Budget Officer, Trista Besich- CCHD, Michaela Lear, and Marie Johnson Deputy Clerk & Recorder.

Public Members Present: None

Zoom Attendees: Carey Ann Haight – Deputy County Attorney, Phoebe Marcinek, Scott Van Dyken-CCSO, Rae Grulkowski, and David Saslav.

Chairman Briggs opened the work session meeting at 2:00 pm

Consent Agenda Items:

Department:

Resolution 22:15 Budget appropriation within the Elections Capital Reserve Fund #4150 increasing budget authority for purchase of a new DS950 Counting Machine and first year's maintenance from existing reserves. *Discussion on this resolution occurred.*

Elections

00:23

Resolution 22:17 Budget Appropriation within the American Rescue Plan Fund #2995 increasing budget authority to fund the Adobe Creek/Sun River Avulsion Project. Total amount \$78,978. *Discussion on this resolution occurred.*

Public Works

01:53

Resolution 22:18 A Resolution in support of Touro Medical School workforce training grant. *This item was added to the consent agenda.*

Commissioners

20:38

Contract 22-20: Montana State Homeland Security Program, Cascade County-CDVE Local Program Development 2021 Grant Award. Effective dates: 1/ 24/2022-9/30/2023. *This contract will be moved to the regular agenda.*

Sheriffs Dept.

02:56

AGENDA –

Resolution 22-16: A resolution of intention to establish a County-Wide Pace Program 14:18

Acceptance/Rejection: Request for proposals received for the VxRail Hyperconverged Infrastructure. 19:54

Contract 22-20: See above 22:23

Additional Items added to the work session meeting:

Contract 22:21: Heartland Government and Education merchant processing agreement for additional merchant identification number and service establishment for electron payment processing services for the Cascade County Juvenile Detention Center and the Clerk and Records offices. 23:05

There were no additional items to add to the meeting.

Adjournment: Chairman Briggs closed the work session meeting at 2:29 p.m.

CASCADE COUNTY SPECIAL COMMISSION MEETING
March 10, 2022
CHAMBERS MEETING AND VIA ZOOM
9:30 AM

Commission
Journal #62

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadecountymt.gov and the Clerk and Records Office. This is a written record of the meeting to reflect all the proceeding of the Board. MCA 7-2-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. This written record is in draft form until officially approved on March 22, 2022.

Cascade County Commission: Chairman Joe Briggs, Commissioner Jim Larson, and Commissioner Don Ryan.

Present: *In person:* Carey Ann Haight – Deputy County Attorney, Phoebe Marcinek- Deputy County Attorney, Charity Yonker- Planning Director, Kevin Angland- Planner, Gary Poore- Code Compliance Officer, Bonnie Fogerty-Commission Office, Michelle Bruner- Deputy Clerk & Recorder. *Via Zoom:* Amber Hobbs-Planner, Kareece Dafoe- Planner, Tom Mital- GIS

Public: *In person:* Steve Gillespie *Via Zoom:* Nicole Girtten, Rae Grulkowski

Call to Order: Chairman Briggs called the special meeting to order. **00:21**

Pledge of Allegiance: The pledge of allegiance was recited. **00:26**

1. Public Hearing 01:15

Appeal of the Floodplain Administrator's decision requiring a Floodplain Permit for work completed in Zone AE of FEMA's Regulated Flood Hazard Area of the Missouri River located at 2818 Old US Highway 91, Cascade, MT, with Parcel #3647800.

Submitted by: Steve Gillespie

Close the Commission Meeting:

Chairman Briggs closed the Regular Commission Meeting at 9:32 a.m. **01:47**

Open the Public Hearing:

Chairman Briggs opened the Public Hearing at 9:33 a.m. **01:51**

Waived Reading of Public Notice:

The reading of the Public Notice was waived without objection. **02:05** (See Exhibit A)

Staff Report:

Charity Yonker, Planning Director, provides Staff Report. **02:32 – 21:30**

Cary Ann Haight, Deputy County Attorney, provides overview of procedures. 02:45 – 22:48

Call to Applicant:

Steve Gillespie comment. 23:00-01:15

Commissioner Comments and Questions: 01:24

Call for Proponents:

Chairman Briggs called for Proponents, three times with no response. 01:34

Call for Opponents:

Chairman Briggs called for Opponents, three times with no response. 01:35

Call for Informational Witnesses:

Chairman Briggs called for Informational Witnesses, three times with no response. 01:35

Close to Public Hearing:

Chairman Briggs closed the Public Hearing at 10:08 a.m. 01:35

Resume Regular Commission Meeting:

Chairman Briggs re-opened the Commission Meeting at 10:08 a.m. 01:35

Commissioner Discussion: 01:36

Motion to Approve or Disapprove:

Appeal of the Floodplain Administrator's decision requiring a Floodplain Permit for work completed in Zone AE of FEMA's Regulated Flood Hazard Area of the Missouri River located at 2818 Old US Highway 91, Cascade, MT, with Parcel #3647800.

Commissioner Don Ryan made a MOTION the board of county commissioners reverse the flood plain administrators administrative review decision find that the work completed on parcel 3647800 in regulated flood hazard area be exempt from cascade county flood plain regulations permitting requirements and I'm citing the fact that I believe that on issue 4 the definition of structures in the appellants favor in that particular issue 02:09

Motion carries 3-0 02:15

2. **Public comment on any public matter that is not on the meeting agenda, and that is within the Commissioners' jurisdiction. (MCA 2-3-103)**

Adjournment: Chairman Briggs adjourned the special meeting at 11:46 a.m.

March 22, 2022

Contract 22-25

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Interlocal Agreement and Noxious Weed
Management Plan Between the City of Great
Falls and The Cascade County Weed
Management District

INITIATED AND PRESENTED BY: Joshua Blystone, Weed & Mosquito Division

ACTION REQUESTED: Approval of Contract 22-25

BACKGROUND: The purpose of this agreement is to outline the mutual responsibilities for management and control of noxious weeds on City owned and/or administered lands within the bounds of the District.

RECOMMENDATION: Approval of Contract 22-25.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Mr. Chair, I move that the Commission **APPROVE** Contract #22-25, Interlocal Agreement to outline the mutual responsibilities for management and control of noxious weeds on City owned and/or administered lands within the bounds of the District.

MOTION TO DISAPPROVE: Mr. Chair, I move that the Commission **DISAPPROVE** Contract #22-25, Interlocal Agreement to outline the mutual responsibilities for management and control of noxious weeds on City owned and/or administered lands within the bounds of the District.

INTERLOCAL AGREEMENT AND NOXIOUS WEED MANAGEMENT PLAN**BETWEEN THE CITY OF GREAT FALLS
AND
CASCADE COUNTY
WEED MANAGEMENT DISTRICT**PREAMBLE

This Interlocal Agreement (Agreement) made by and between the City of Great Falls, Montana, hereinafter referred to as the "City", and Cascade County, Montana, operating the Cascade County Weed Management District, hereinafter referred to as the "District", outlines the mutual responsibilities for management and control of noxious weeds on City-owned and/or administered lands within the bounds of the District.

COMPLIANCE

The District has been established by Cascade County under Montana Law, and is currently operating pursuant to the Montana County Weed Control Act (Act), Montana Code Annotated, Title 7, Chapter 22, Part 21.

This Agreement complies with the Montana County Weed Control Act (Section 7-22-2151 (2), MCA):

The board and the governing body of each incorporated municipality within the district shall enter into a written agreement and shall cooperatively plan for the management of noxious weeds within the boundaries of the municipality. The board may implement management procedures described in the plan within the boundaries of the municipality for noxious weeds only. Control of nuisance weeds within the municipality remains the responsibility of the governing body of the municipality as specified in 7-22-4101, MCA.

The Montana Interlocal Cooperation Act, codified at § 7-11-101 (2017), MCA (hereinafter the "Act"), permits local government units to make the most efficient use of their powers by enabling them to cooperate with other local governmental units on a basis of mutual advantage, and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

The Act provides that one or more public agencies may contract with any one or more other public agencies to perform any administrative service, activity, or undertaking that such public agencies are otherwise authorized by law to perform.

The parties hereto are public agencies pursuant to § 7-11-103, MCA.

The City and District have adequate operational capacity to provide for the management of noxious weeds within their respective boundaries.

In accordance with MCA § 7-11-105(4) the parties shall be responsible for the costs associated with the performance of their duties and responsibilities under this Agreement.

Pursuant to § 7-11-105(2), nothing in this Agreement shall be construed to create an agency, partnership, joint venture or employee relationship between the parties. The parties, by virtue of this Agreement, shall have no right, power or authority, except as expressly provided for by law, to act or create any obligation, express or implied, on behalf of the other party.

TERM

The term of this Agreement will be from the date of signing until revoked in writing by either party upon sixty (60) days' notice. This Agreement will be reviewed annually by both the City and the District by the anniversary date of execution. No modifications to this Agreement will be effective unless reduced to writing and signed by the authorized representatives of the City and the District.

PERFORMANCE

Representatives from the City and the District will meet annually to review the activities performed under this Agreement.

INDEMNIFICATION

To the fullest extent permitted by law and subject to the limitations set forth in Mont. Code Ann. § 2-9-108, the District will indemnify and hold the City harmless for any negligent act or omission by the District resulting in any personal injury or property damage and arising out of the District's management of noxious weeds pursuant to this agreement. To the fullest extent permitted by law and subject to the limitations set forth in Mont. Code Ann. § 2-9-108, the City will indemnify and hold the District harmless for any negligent act or omission by the City resulting in any personal injury or property damage and arising out of the City's management of noxious weeds pursuant to this agreement.

GOALS

It is the mutual goal of the City and the District to cooperate in the integrated approach to noxious weed management on City lands within the District, as well as to work together to accomplish integrated noxious weed management on all lands within the City. Management activities will be directed at identifying, mapping, treating, monitoring, limiting the spread of, and if possible, eradicating noxious weed infestations within the City. Both the City and the District will train their relevant employees in identification of and integrated management practices for weeds currently classified as noxious in the District, as well as those weeds that pose a threat but have not yet been classified as noxious. The integrated management approach shall include the use of chemical, mechanical, biological, cultural, and preventive measures where possible and appropriate within current land use and environmental concerns.

- A. Identification** – The City and the District will train their personnel in the identification and recognition of weeds that are noxious in the District and those that may pose a threat.
- B. Location and Mapping** – The City will provide the District with a map showing City owned and/or managed lands within the District designating which lands are developed and which are not.
- C. Management** – Noxious weeds located on City lands that are developed such as building sites, parks, golf courses, recreation areas etc. will be managed by the City as part of its ongoing grounds maintenance programs. The District will manage noxious weeds that are located on undeveloped

City lands. Management of noxious weeds on private or residential property within the City is the responsibility of the landowner, but enforcement of noxious weed management in these areas will be the responsibility of the City with assistance by the District, but may be limited due to environmental and public safety concerns. Noxious weeds on City transportation routes and City rights-of-way will be treated by the District where appropriate, or will otherwise be handled by the City through its nuisance weed ordinances. Specific noxious weed management practices and material will vary according to weed species and location, but will include only those that are accepted as effective by both parties, and may be changed or adjusted during the monitoring and evaluation process.

- D. **Monitoring** – Noxious weed treatments will be monitored for effectiveness by both parties during the course of their normal operations, and treatment regimens will be adjusted accordingly to provide the most effective management within safety and environmental constraints.
- E. **Prevention, Containment and Eradication** – The City and the District will seek to work with all landowners within the City to prevent new infestations from establishing, to contain known noxious weed infestations to their current locations, and to reduce those infestations with a goal of eradication where possible.
- F. **Financial Responsibility** – Parties will implement their noxious weed management programs individually. Each party is responsible for funding its own noxious weed management activities pursuant to this agreement.
- G. **Contact Persons** – Contact person for the District is: Joshua Blystone

Contact person for the City is: Debbie Kimball

If any term of this Agreement should hereafter be declared void or becomes unenforceable by operations of law, all other terms of this Agreement shall continue to be effective unless the void or unenforceable terms materially affects the ability of the governing body to carry out the essential purpose set forth in this Agreement.

This Interlocal Agreement constitutes the entire agreement of the undersigned parties with respect to the matters addressed herein and supersedes any and all previous agreements or representations, if any, between the parties.

The parties mutually agree that there will be no assignment or transfer of the Agreement or any interest therein, unless agreed to by the parties, in writing.

Pursuant to § 7-11-104, MCA, the undersigned parties hereby authorize, approve and execute the terms of this Interlocal Agreement.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana, this ____ day of _____, 2022.

Bob Kelly, Mayor

Eric Hinebauch, Commissioner

Joe McKenney, Commissioner

Rick Tryon, Commissioner

Susan Wolff, Commissioner

ATTEST:

*APPROVED AS TO LEGAL CONTENT:

Lisa Kunz, City Clerk

Jeffrey M. Hindoién, City Attorney

(City Seal)

PASSED AND ADOPTED by the Board of Cascade County Commissioners this ____ day of _____, 2022.

*APPROVED AS TO LEGAL CONTENT:

James Larson, Chair

Carey Ann Haight, Chief Deputy
Civil Attorney

Joe Briggs, Commissioner

Don Ryan, Commissioner

ATTEST:

Rina Fontana Moore, County Clerk and Recorder

* By law, the City Attorney and County Attorney may only advise or approve contract or legal document language on behalf of the City of Great Falls and Cascade County, respectively, and not on behalf of other parties. Review and approval of this document were conducted solely from the legal perspective, and for the benefit, of their respective governments, the City of Great Falls and Cascade County.

March 22, 2022

Contract 22-26

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Contract to Engage Dorsey & Whitney, LLP as Bond Counsel Relating to the Cascade County Solid Waste Facility Revenue Bonds – Montana Renewables, LLC Project

INITIATED & PRESENTED BY: Carey Ann Haight, Deputy County Attorney

ACTION REQUESTED: Approval of Contract 22-26

BACKGROUND:

Cascade County approved Resolution 22-13 (R0425400) at its February 9, 2022 commission meeting announcing its intent to issue tax exempt municipal bonds pursuant to MCA Title 90, Chapter 5, Part in the maximum principal amount of \$550,000,000 for Montana Renewables, LLC Project. This contract engages Dorsey & Whitney, LLP to serve as bond counsel on behalf of Cascade County. In this capacity Dorsey & Whitney, LLP will represent the interests of Cascade County and prepare the necessary resolutions, notices, prepare and/or review bond financing and closing documents and provide legal opinion with regard to but not limited to the validity of and the federal tax-exempt status of interest on the bonds. In addition Dorsey & Whitney, LLP will assume principal responsibility for drafting the financing documents and provide for inclusion in the official statement or other document by which the Bonds will be sold, a summary of any of the financing documents drafted and comment on those parts of such offering documents which describe the terms of the Bonds and tax matters relating to the Bonds.

COST:

All fees and costs for the services provided to Cascade County under this Contract with Dorsey & Whitney, LLC will be the responsibility of Montana Renewables, LLC.

RECOMMENDATION: Approval of Contract 22-26

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Contract 22-26, a Contract to Engage Dorsey & Whitney, LLP as Bond Counsel Relating to the Cascade County Solid Waste Facility Revenue Bonds – Montana Renewables, LLC Project.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 22-26, a Contract to Engage Dorsey & Whitney, LLP as Bond Counsel Relating to the Cascade County Solid Waste Facility Revenue Bonds – Montana Renewables, LLC Project.

X Carey Ann

March 4, 2022

Mr. Joe Briggs, Chairman
Ms. Carey Ann Haight, County Attorney
Cascade County
325 2nd Avenue North
Great Falls, MT 59401

Via Email and First-Class Mail

Re: Cascade County Solid Waste Facility Revenue Bonds
(Montana Renewables, LLC Project)

Dear Mr. Briggs and Ms. Haight:

Montana Renewables, LLC (the "Borrower") has requested that Cascade County, Montana (the "County") issue conduit solid waste facility revenue bonds (the "Bonds") and lend the proceeds of the Bonds to the Borrower for the purpose of financing, refinancing, or reimbursing all or a portion of the costs of acquiring, constructing, installing, converting, modifying and repurposing infrastructure and improvements, at or serving the Borrower's facility in the County, to create a renewable fuels refinery capable of processing renewable feedstocks (such as vegetable oil, used cooking oil, and beef tallow) into sustainable alternatives to fossil fuels (the "Project").

We would serve as bond counsel to the County and in such capacity would prepare the County resolutions, prepare and coordinate publication of hearing notices, prepare and/or review the bond financing and closing documents and the information relating to the County in any bond offering materials, and provide our opinion, upon which the County, the Borrower, and the original purchaser of the Bonds may rely, as to the validity of and the federal tax-exempt status of interest on the Bonds. As bond counsel, we customarily assume principal responsibility for drafting the financing documents, although we are prepared to be flexible on this matter based on the desires of participants to the financing. We would also provide for inclusion in the official statement or other document by which the Bonds will be sold, if any, a summary of any of the financing documents that we have drafted, and to comment on those parts of such offering documents which describe the terms of the Bonds and tax matters relating to the Bonds. We, however, would not serve as underwriter's counsel or Borrower's counsel and other participants to the financing would be expected to retain their own counsel.

As bond counsel to the County, our client is the County and we will represent its interests. It is mutually understood that these services are solely for the benefit of the County with respect to this transaction. The Borrower will be responsible for paying our fees and expenses as bond counsel to the County.

Mr. Joe Briggs, Chairman
Ms. Carey Ann Haight, County Attorney
March 4, 2022
Page 2

Before proceeding with this transaction, we want to be sure that you are clear on the following:

1. Dorsey & Whitney LLP ("Dorsey") represents the County as bond counsel, and accordingly the County is a client of the firm for purposes of the ethics rules by which Dorsey is bound.
2. It is mutually understood that our services as bond counsel outlined above are solely for the benefit of the County.
3. The Borrower will be responsible for payment of all of the County's fees and expenses, if any, relating to this transaction and Dorsey's fees and expenses in connection with serving as bond counsel to the County in the issuance or proposed issuance of the Bonds.

If any of the matters set forth herein are not acceptable to the County or the Borrower, please contact me directly.

Very truly yours,



Dan Semmens

DPS/vm

Mr. Joe Briggs, Chairman
Ms. Carey Ann Haight, County Attorney
March 4, 2022
Page 3

ACKNOWLEDGMENT

The County acknowledges receipt of the attached and foregoing engagement letter dated March 4, 2022, and confirms its consent to the representation described therein.

Accepted this _____ day of _____, 2022.

CASCADE COUNTY, MONTANA

By: _____

Its: _____

Mr. Joe Briggs, Chairman
Ms. Carey Ann Haight, County Attorney
March 4, 2022
Page 4

ACKNOWLEDGMENT

Montana Renewables, LLC understands that it is responsible for payment of the County's fees and expenses, if any, and payment of the fees and expenses of bond counsel to the County in the issuance or proposed issuance of the Bonds, all as set forth in the attached and foregoing engagement letter dated March 4, 2022, and acknowledges receipt thereof and confirms its consent to the representation described therein.

Accepted this ____ day of _____, 2022.

MONTANA RENEWABLES, LLC

By: _____

Its: _____

March 22, 2022

Contract 22-29

Agenda Action Report *Prepared for the* **Cascade County Commission**

ITEM	2018 Great Falls Area Long Range Transportation Plan Minor Amendment #2
INITIATED BY	Great Falls Area Transportation Planning Process
ACTION REQUESTED	Approve Amendment #2 to the 2018 Great Falls Area Long Range Transportation Plan
PRESENTED BY	Andrew Finch, Transportation Planner

BACKGROUND: The Long Range Transportation Plan (LRTP) for the Great Falls area was last updated in 2018, with a minor amendment in 2019. Recently, a new project has been proposed that requires an amendment to the LRTP to add the project to the “Recommended Projects” list.

The proposed Amendment #2 includes the addition of a sidewalk infill project in the northwest quadrant of the City of Great Falls, focusing on sidewalk gaps near schools, parks, commercial corridors and utility corridors. The project and associated amendment are summarized below.

City Sidewalk Infill Project

A project to install missing sidewalks around schools and parks and in key locations was first approved in 2011, but was never initiated. Recently, key gaps have been identified in the sidewalk network for the northwest quadrant of the City of Great Falls, with associated cost estimates. The Technical Advisory Committee for transportation planning has recommended this project be funded with federal CMAQ (Congestion Mitigation and Air Quality) funds in the amount of approximately \$4.7 million, with the City of Great Falls providing the required 13.42% non-federal match. The proposed infill locations are shown on Attachment 1 to this report.

The LRTP must be “fiscally constrained” – that is, the monies projected to be available over the span of the Plan are sufficient to fund all recommended projects. While this project is included in the Plan’s Non-Motorized “Committed Projects” list, it was not included in the overall funding table. The attached revised Tables (Attachment 2) show there are ample funds available to fund the proposed project and, therefore, demonstrate fiscal constraint.

March 22, 2022

Contract 22-29

Additionally, the Plan must continue to demonstrate conformance with national air quality standards. Because this project is considered an “exempt” project (will not increase the City’s carbon monoxide emissions or introduce particulates into the air), this proposed Amendment #2 will not affect the air quality conformance determination of the Plan.

CONCLUSION:

Because Cascade County is a partner in the Transportation Planning process, the Commission is being asked to approve this minor Amendment #2 to the Great Falls Area Long Range Transportation Plan.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Chairman, I move that the Commissioners **APPROVE** Contract 22-29, Amendment #2 to the 2018 Great Falls Area Long Range Transportation Plan.

MOTION TO DISAPPROVE: Chairman, I move that the Commissioners **DISAPPROVE** Contract 22-29, Amendment #2 to the 2018 Great Falls Area Long Range Transportation Plan.

Summary of Amendment #2 to the 2018 Great Falls Area Long Range Transportation Plan

Edits to reflect adding CMAQ-funded Sidewalk Infill project to Recommended Project list:

MAIN DOCUMENT

Page 59: Table 13 – Add Sidewalk Infill project to list of Recommended Projects as R15 and update total cost.

Page 106: Table 18 (Comparison of LRTP Estimated Costs and Available Revenue) – Revise to show additional CMAQ expenditure in years 2023-2038 (increase by \$4,707,542) and update totals.

APPENDIX F

Page 15: Add City Sidewalk Infill project as “R-15” to Recommended Projects and adjust Recommended Projects total on same page.

Page 28: Table 6 (Recommended Sidewalks) – add City Sidewalk Infill project as “SW-24” and update total.

APPENDIX H

Page 20: Revise Table 5 (Recommended Projects) to include new project R15 and updated total.

Page 22: Revise Table 6 (Comparison of LRTP Estimated Costs and Available Revenue) to show additional CMAQ expenditure in years 2023-2038 (increase by \$4,707,542) and update totals.

**2018 GREAT FALLS LONG RANGE
TRANSPORTATION PLAN
AMENDMENT #2**

EDITED TABLES

4.5. Recommended Projects

A number of projects that could be completed within the 20-year planning horizon but were not included in the five-year TIP were identified as recommended projects. Project cost estimates for the recommended projects are planning-level estimates. They are in anticipated year-of-expenditure dollars (using a yearly inflation factor of 3%) and include all project phases. Any project considered for advancement should undergo a current cost estimate, which would include an examination of site conditions and subsequent development of more detailed project scope. The identified projects are anticipated to be funded beyond 2022 and within the planning horizon (2038). **Table 13** presents the recommended projects for the years 2022-2038.

Table 13: Recommended Projects

ID	Name	Description	Funding Source	YOE	Estimated Cost
R1	River Drive N – 15th St N to 25th St N	Reconstruct to three-lane arterial and improvements to 25th St N intersection	NHPP	Beyond 2022	\$7,500,000
			HSIP		\$3,000,000
			MACI		\$3,000,000
			STPU		\$1,000,000
R2	Fox Farm Intersection Improvements	Install dual eastbound left-turn lanes	MACI	Beyond 2022	\$100,000
R3	Signal Modifications/Upgrades/Roundabout Control	Upgrade all signal heads in the City	MACI	Beyond 2022	\$270,000
R4	Central Avenue W – 3rd St NW to 1st Ave N	Restriping and intersection modifications	NHPP	Beyond 2022	\$867,000
R5	26th Street S – 24th Ave S to 33rd Ave S	Flatten fill slopes on 26th St S and install 4-way stop control at intersection of 26th St S and 33rd Ave S	COUNTY	Beyond 2022	\$478,000
R6	Central Avenue / 9th Street Intersection	Modify intersection	MACI	Beyond 2022	\$17,000
R7	25th Street S – 10th Ave S to 11th Ave S	Modify to one-way in southbound direction	STPU	Beyond 2022	\$23,000
R8	25th Avenue NE – Old Havre Hwy to 15th St N	Several improvements to improve safety and operations	STPU	Beyond 2022	\$338,000
R9	Emerson Junction Feasibility Study	Secure local project sponsor to fund an operational analysis/feasibility study of the interchange	CITY	Beyond 2022	\$250,000
R10	Gore Hill Interchange with Southbound Auxiliary Lane	Install additional traffic control at interchange and construct southbound auxiliary lane	NHPP	Beyond 2022	\$4,750,000
			HSIP		\$2,250,000
			MACI		\$2,400,000
			NHPB		\$1,500,000
R11	Fox Farm Road – Alder Dr to Park Garden Rd	Restripe to four-lane facility	STPU	Beyond 2022	\$810,000
R12	Giant Springs Road – Hatchery to Rainbow Dam	Overlay with new asphalt and widen	UPP	Beyond 2022	\$3,377,000
R13	9th Street NW – NW Bypass to Central Ave W	Reconstruct to collector	STPU	Beyond 2022	\$5,177,000
R14	Watson Coulee Road – NW Bypass to Vaughn Rd	Reconstruct to collector	STPU	Beyond 2022	\$2,052,396
R15	City Sidewalk Infill	Install sidewalks and ADA ramps in various locations	MACI	Beyond 2022	\$4,707,542
TOTAL RECOMMENDED PROJECTS:					\$43,866,938

Table 18: Comparison of LRTP Estimated Costs and Available Revenue (Planning Year 2038)

Funding Source	2018-2022			2023-2038		
	Anticipated Funding*	Expenditures	Difference	Projected Funding**	Expenditures	Difference
FEDERAL						
National Highway Performance Program	\$16,384,756	\$16,384,756	\$0	\$38,835,795	\$37,117,000	\$1,718,795
<i>Interstate Maintenance (IM) and National Highway (NH)</i>	\$15,342,011	\$15,342,011	\$0	\$35,625,000	\$35,617,000	\$8,000
<i>National Highway Performance Bridge (NHPB)</i>	\$1,042,745	\$1,042,745	\$0	\$3,210,795	\$1,500,000	\$1,710,795
Surface Transportation Program	\$15,936,338	\$10,137,679	\$3,746,263	\$42,534,105	\$24,600,000	\$21,680,368
<i>Surface Transportation Program Urban Highways (STPU)</i>	\$10,523,208	\$6,776,945	\$3,746,263	\$21,456,135	\$10,723,000	\$14,479,398
<i>Urban Pavement Preservation Program (UPP)</i>	\$4,147,829	\$4,147,829	\$0	\$18,077,970	\$10,877,000	\$7,200,970
<i>Set-aside Program - Transportation Alternatives (TA)***</i>	\$1,265,301	\$1,265,301	\$0	\$3,000,000	\$3,000,000	\$0
Highway Safety Improvement Program (HSIP)	\$3,086,310	\$3,086,310	\$0	\$7,500,000	\$7,500,000	\$0
Congestion Mitigation and Air Quality Improvement Program (CMAQ)	\$17,030,538	\$4,347,300	\$12,683,238	\$41,403,870	\$17,994,542	\$23,409,328
<i>Montana Air and Congestion Initiative (MACI) - Guaranteed Program</i>	\$14,172,238	\$1,489,000	\$12,683,238	\$23,095,755	\$10,494,542	\$23,409,328
<i>Montana Air and Congestion Initiative (MACI) - Discretionary Program****</i>	\$2,858,300	\$2,858,300	\$0	\$18,308,115	\$7,500,000	\$0
Federal Transit Authority (FTA) Funds	\$14,364,000	\$14,364,000	\$0	\$42,975,000	\$42,975,000	\$0
STATE AND LOCAL						
TransADE	\$198,000	\$198,000	\$0	\$594,000	\$594,000	\$0
Operations and Maintenance	\$10,895,000	\$10,895,000	\$0	\$32,685,000	\$30,000,000	\$2,685,000
<i>State</i>	\$8,260,000	\$8,260,000	\$0	\$24,780,000	\$22,500,000	\$2,280,000
<i>County</i>	\$2,635,000	\$2,635,000	\$0	\$7,905,000	\$7,500,000	\$405,000
State Fuel Tax****	\$5,832,205	\$0	\$5,832,205	\$17,496,615	\$728,000	\$22,600,820
<i>City</i>	\$4,842,940	\$0	\$4,842,940	\$14,528,820	\$250,000	\$19,121,760
<i>County</i>	\$989,265	\$0	\$989,265	\$2,967,795	\$478,000	\$3,479,060
HB473 Gas Tax Funds (BaRSSA)****	\$2,165,835	\$0	\$2,165,835	\$6,497,505	\$0	\$8,663,340
<i>City</i>	\$1,802,055	\$0	\$1,802,055	\$5,406,165	\$0	\$7,208,220
<i>County</i>	\$363,780	\$0	\$363,780	\$1,091,340	\$0	\$1,455,120
Total	\$85,892,982	\$61,465,441	\$24,427,541	\$219,713,775	\$161,508,542	\$82,632,774

* 2018-2022 Expected Funding is per the Great Falls Transportation Improvement Program FY 2018-2022.

**2023-2038 Projected Funding is estimated based on past funding levels and is the best information available at this time. There is no guarantee that funding will be available in the future.

***TA funds are allocated through a competitive process. Funding is not guaranteed and is dependent on availability.

****Great Falls does not receive an annual allocation of MACI Discretionary funding. Funding is allocated based on need and is not guaranteed.

R-13. 9th Street NW – NW Bypass to Central Ave W

This roadway serves as an important north-south collector and is located in an urban setting. The roadway exhibits aging infrastructure. The roadway is very narrow and lacks consistent pedestrian facilities. Concerns have been expressed from the public on the removal of on-street parking along the route, especially closer to NW Bypass. Increased traffic on this roadway is expected so it is recommended that this roadway be reconstructed to a collector street standard.

- Estimated Cost: \$5,177,000

R-14. Watson Coulee Road – NW Bypass to Vaughn Rd

Aging infrastructure, lack of pedestrian facilities, traffic mixture, termini geometrics are noted as problems on Watson Coulee Road. This roadway generally has curb and gutter on both sides, but no sidewalks. The roadway surfacing is in varying states of deterioration. Reconstruction of this roadway to bring up to current standards would improve this north-south link on the western edge of the city limits. It is recommended that this roadway be reconstructed to a collector street standard.

- Estimated Cost: \$2,052,396

R-15. City Sidewalk Infill – Various Locations

Install missing segments of sidewalks and pedestrian ramps in existing, developed areas within the City of Great Falls.

- Estimated Cost: \$4,707,542

TOTAL RECOMMENDED PROJECTS = \$43,866,938

4.4. ILLUSTRATIVE (UNFUNDED) PROJECTS

System deficiencies and needs are often not fundable in the foreseeable future. However, funding opportunities often arise over time, often from unexpected sources. To be prepared to take advantage of such opportunities, the following list of projects is provided, with no identified funding source or schedule for construction/implementation. While the project costs have been estimated, most are presented in a year 2038 year-of-expenditure, using a 3% yearly inflation rate to reach year-of-expenditure. Such projects are included for illustration purposes only, and are not considered to be applicable components of the fiscal constraint requirements of the LRTP. However, it is likely that some of them will become funded at some point during the 20-year planning horizon even though no current source is known.

I-1. 40th Avenue S – Upper River Rd to 13th St

It is recommended that this piece of roadway be overlaid with new asphalt. This project was contained in the past transportation plan for Great Falls.

- Estimated Cost: \$2,926,000

I-2. Franklin Avenue – Lower River Rd to 13th St

It is recommended that this piece of roadway be overlaid with new asphalt. This project was contained in the past transportation plan for Great Falls.

- Estimated Cost: \$1,688,000

I-3. Wilson Butte Road – Eden Rd to LRTP boundary

It is recommended that poor sections on this piece of roadway be overlaid with new asphalt.

- Estimated Cost: \$2,251,000

ID	Location	Description	Length (miles)	Estimated Cost
SW-11	15th St N Railroad to River Drive	Large gaps on the east side of the street.	0.08	\$24,200
SW-12	15th St N 8th Ave N to 10th Ave N	Close gap in sidewalk as this path may eventually access River's Edge Trail. Large goat trails are already present.	0.1	\$30,000
SW-13	14th St N 8th Ave N to 12th Ave N	Large gaps on west side of roadway.	0.21	\$61,300
SW-14	NW Bypass Stuckey Road to 9th St NW	Install sidewalks on both sides of roadway, there are currently no sidewalks on this route.	0.74	\$220,200
SW-15	3rd Ave S 46th St S to 51st St S	Most of these lots are developed and may not redevelop. Sidewalks should be retrofitted.	0.22	\$65,900
SW-16	4th St S 15th Ave S to 13th Ave S	Gap in sidewalk exists over 3 parcels, two of which are already developed.	0.05	\$14,300
SW-17	4th St S 16th Ave S to 17th Ave S	Sidewalk gap along one side of residential lot.	0.01	\$2,800
SW-18	4th St S 17th Ave S to 18th Ave S	Sidewalk gap along one side of residential lot.	0.02	\$5,600
SW-19	23rd Ave NE Division Road to 4th St NE	Provides a sidewalk connection to Jaycee Park (pool) and helps get people from their cars to the front door. Also connects to new crosswalk.	0.19	\$56,100
SW-20	13th Ave S 5th St S to 7th St S	Sidewalk gaps exist and about half of corridor is already developed. This is low priority as the south side of the road already has sidewalks.	0.15	\$45,600
SW-21	7th St S 10th Ave S to 13th Ave S	Sidewalk gaps exists over developed parcels on both sides of the street. Will need some access control.	0.09	\$28,000
SW-22	13th Ave S 7th St S to 9th St S	Discontinuity in sidewalk in front of ERA American Horizon. Modifications should be made to make this continuous for pedestrians.	0.03	\$9,700
SW-23	5th Ave NW 9th St NW to 6th St NW	Complete sidewalks on both sides of the street.	0.17	\$49,800
SW-24	Various	Discontinuity in sidewalks in existing neighborhoods and commercial areas. Fill in gaps near schools, parks, commercial areas and neighborhoods within the City.	n/a	\$4,707,542

TOTAL SIDEWALK PROJECTS:**\$5,548,742**

5.3. BICYCLE IMPROVEMENTS

This section outlines potential active transportation facilities relative to shared lane markings, bike lanes, shared use paths, and other spot improvements. The recommendations are intended to encourage active living by residents and visitors and accommodate a variety of ability levels with particular emphasis on establishing a well-connected bicycling network that is comfortable and accessible to a wider range of the population. Priority issues and proposed recommendations are based on analysis of deficiencies, crash data, public input, and overall opportunities and constraints in the Great Falls area.

5.3.1. Overview

Improving the on- and off-street bicycling network will provide cohesive connections between destinations and will contribute to the viability of the bicycle as a transportation mode choice. Although the existing roadway network does not preclude bicycle use, connectivity needs to be accounted for when considering bicycle features.

Table 6: Comparison of LRTP Estimated Costs and Available Revenue (Planning Year 2038)

Funding Source	2018-2022			2023-2038		
	Anticipated Funding*	Expenditures	Difference	Projected Funding**	Expenditures	Difference
FEDERAL						
National Highway Performance Program	\$16,384,75	\$16,384,75	\$0	\$38,835,79	\$37,117,00	\$1,718,79
Interstate Maintenance (IM) and National Highway (NH)	\$15,342,01	\$15,342,01	\$0	\$35,625,00	\$35,617,00	\$8,000
National Highway Performance Bridge (NHPB)	\$1,042,74	\$1,042,74	\$0	\$3,210,79	\$1,500,00	\$1,710,79
Surface Transportation Program	\$15,936,33	\$12,190,07	\$3,746,26	\$42,534,10	\$24,600,00	\$21,680,36
Surface Transportation Program Urban Highways (STPU)	\$10,523,20	\$6,776,94	\$3,746,26	\$21,456,13	\$10,723,00	\$14,479,39
Urban Pavement Preservation Program (UPP)	\$4,147,82	\$4,147,82	\$0	\$18,077,97	\$10,877,00	\$7,200,97
Set-aside Program - Transportation Alternatives (TA)***	\$1,265,30	\$1,265,30	\$0	\$3,000,00	\$3,000,00	\$0
Highway Safety Improvement Program (HSIP)	\$3,086,31	\$3,086,31	\$0	\$7,500,00	\$7,500,00	\$0
Congestion Mitigation and Air Quality Improvement Program	\$17,030,53	\$4,347,30	\$12,683,23	\$41,403,87	\$17,994,54	\$23,409,32
Montana Air and Congestion Initiative (MACI) - Guaranteed Program	\$14,172,23	\$1,489,00	\$12,683,23	\$23,095,75	\$10,494,54	\$23,409,32
Montana Air and Congestion Initiative (MACI) - Discretionary	\$2,858,30	\$2,858,30	\$0	\$18,308,11	\$7,500,00	\$0
Federal Transit Authority (FTA) Funds	\$14,364,00	\$14,364,00	\$0	\$42,975,00	\$42,975,00	\$0
STATE AND LOCAL						
TransADE	\$198,000	\$198,000	\$0	\$594,000	\$594,000	\$0
Operations and Maintenance	\$10,895,00	\$10,895,00	\$0	\$32,685,00	\$30,000,00	\$2,685,00
State	\$8,260,00	\$8,260,00	\$0	\$24,780,00	\$22,500,00	\$2,280,00
County	\$2,635,00	\$2,635,00	\$0	\$7,905,00	\$7,500,00	\$405,000
State Fuel Tax****	\$5,832,20	\$0	\$5,832,20	\$17,496,61	\$5,343,00	\$22,600,82
City	\$4,842,94	\$0	\$4,842,94	\$14,528,82	\$250,000	\$19,121,76
County	\$989,265	\$0	\$989,265	\$2,967,79	\$478,000	\$3,479,06
HB473 Gas Tax Funds (BaRSSA)****	\$2,165,83	\$0	\$2,165,83	\$6,497,50	\$0	\$8,663,34
City	\$1,802,05	\$0	\$1,802,05	\$5,406,16	\$0	\$7,208,22
County	\$363,780	\$0	\$363,780	\$1,091,34	\$0	\$1,455,12
TOTAL	\$85,892,982	\$61,465,441	\$24,427,541	\$219,713,775	\$161,508,542	\$82,632,774

*2018-2022 Expected Funding is per the Great Falls Transportation Improvement Program FY 2018-2022

**2023-2038 Projected Funding is estimated based on past funding levels and is the best information available at this time. There is no guarantee that funding will be available in the future.

***TA funds are allocated through a competitive process. Funding is not guaranteed and is dependent on availability.

****Great Falls does not receive an annual allocation of MACI Discretionary funding. Funding is allocated based on need and is not guaranteed.

Illustrative projects do not have definite funding sources within the timeframe of the Plan. Therefore, these projects are not included in the summary for the purposes of fiscal constraint. As agencies review needs, identify new funding sources and plan projects, the long-range project list should be used as a guide for new projects.

By viewing the financial summary above and the projects recommendations, it is clear that it will be important to clearly identify the projects that are considered to have the highest priority through the already established Transportation Improvement Program (TIP) and Capital Improvement Program (CIP) processes. The mechanism for doing this is already in place through the Technical Advisory Committee (TAC) and the Policy Coordinating Committee (PCC).

This LRTP is fiscally responsible in that traditional funding programs, targeted to be utilized for the majority of the projects within the Great Falls area, are identified, available and likely to be funded at current or slightly smaller levels than in past years.

ID	Name	Description	Funding Source	YOE	Estimated Cost
P11	City Pavement Preservation Activities	Mill, overlay, seal & cover, chip seal, striping	UPP	2018-2022	\$2,500,00
				2023-2038	\$7,500,00
ANNUAL PROGRAM TOTAL					\$161,075,445

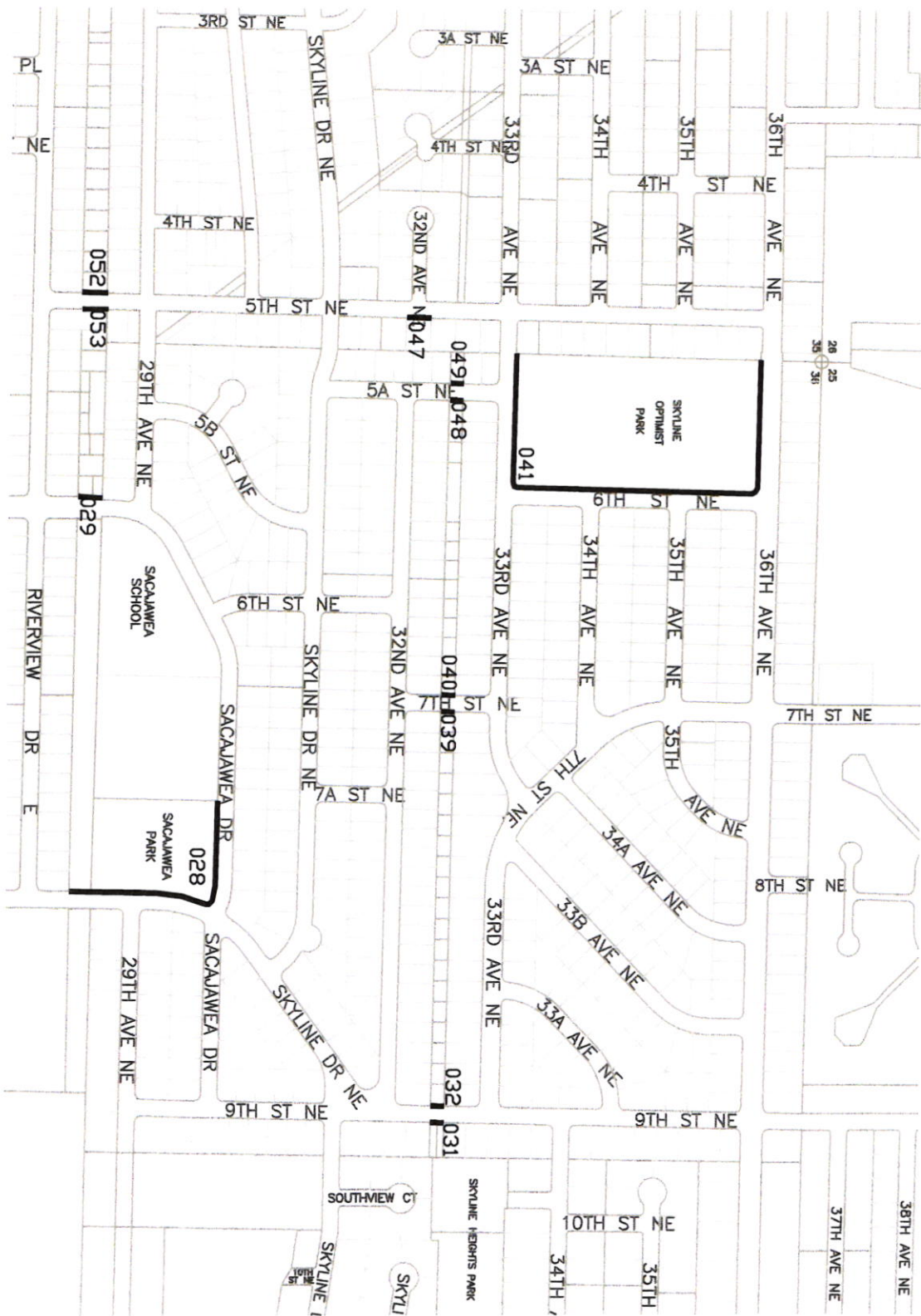
7.3. FUNDING OF RECOMMENDED PROJECTS

The recommended improvements are listed in the Facility Recommendations Memorandum. The projects typically allow maximum flexibility by the local government in implementing the various improvements. Assigning priority for the recommended projects is complicated by the fact that the State, city, and county all maintain jurisdiction over various portions of the street network where projects are proposed. Therefore, each of these entities may have separate priorities for implementing projects under their respective jurisdictions. Recommended improvement projects are summarized and shown in Table 4.

Table 5: Recommended Projects

ID	Name	Description	Funding Source	YOE	Estimated Cost
R1	River Drive N – 15th St N to 25th St N	Reconstruct to three-lane arterial and improvements to 25th St N intersection	NHPP	Beyond 2022	\$7,500,000
			HSIP		\$3,000,000
			MACI		\$3,000,000
			STPU		\$1,000,000
R2	Fox Farm Intersection Improvements	Install dual eastbound left-turn lanes	MACI	Beyond 2022	\$100,000
R3	Signal Modifications/Upgrades/Roundabout Control	Upgrade all signal heads in the City	MACI	Beyond 2022	\$270,000
R4	Central Avenue W – 3rd St NW to 1st Ave N	Restriping and intersection modifications	NHPP	Beyond 2022	\$867,000
R5	26th Street S – 24th Ave S to 33rd Ave S	Flatten fill slopes on 26th St S and install 4-way stop control at intersection of 26th St S and 33rd Ave S	COUNTY	Beyond 2022	\$478,000
R6	Central Avenue / 9th Street Intersection	Modify intersection	MACI	Beyond 2022	\$17,000
R7	25th Street S – 10th Ave S to 11th Ave S	Modify to one-way in southbound direction	STPU	Beyond 2022	\$23,000
R8	25th Avenue NE – Old Havre Hwy to 15th St N	Several improvements to improve safety and operations	STPU	Beyond 2022	\$338,000
R9	Emerson Junction Feasibility Study	Secure local project sponsor to fund an operational analysis/feasibility study of the	CITY	Beyond 2022	\$250,000
R10	Gore Hill Interchange with Southbound Auxiliary Lane	Install additional traffic control at interchange and construct southbound auxiliary lane	NHPP	Beyond 2022	\$4,750,000
			HSIP		\$2,250,000
			MACI		\$2,400,000
			NHPB		\$1,500,000
R11	Fox Farm Road – Alder Dr to Park Garden Rd	Restripe to four-lane facility	STPU	Beyond 2022	\$810,000
R12	Giant Springs Road – Hatchery to Rainbow Dam	Overlay with new asphalt and widen	UPP	Beyond 2022	\$3,377,000
R13	9th Street NW – NW Bypass to Central Ave W	Reconstruct to collector	STPU	Beyond 2022	\$5,177,000
R14	Watson Coulee Road – NW Bypass to Vaughn Rd	Reconstruct to collector	STPU	Beyond 2022	\$2,052,396
R15	City Sidewalk Infill	Install missing sidewalks and ADA ramps	MACI (CMAQ)	Beyond 2022	\$4,707,542
TOTAL RECOMMENDED PROJECTS					\$43,866,938

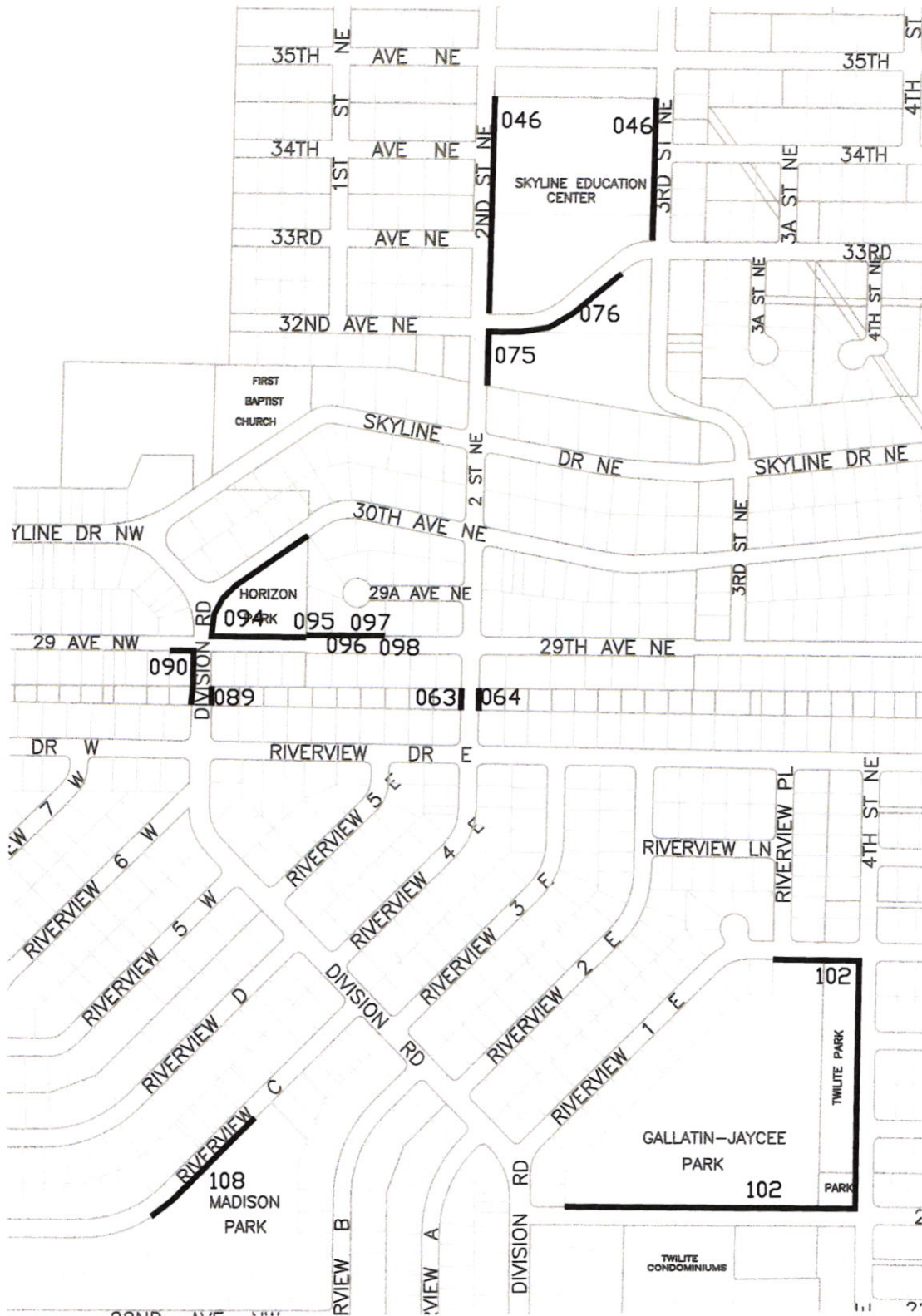
Considerations for setting priorities for the recommended projects would include safety, cost of the project, availability of alternate funding, availability of right-of-way, ease of implementation, and community interest. Implementation of the projects, beginning with the projects that have the greatest need and available financing, will continue until all projects are completed.

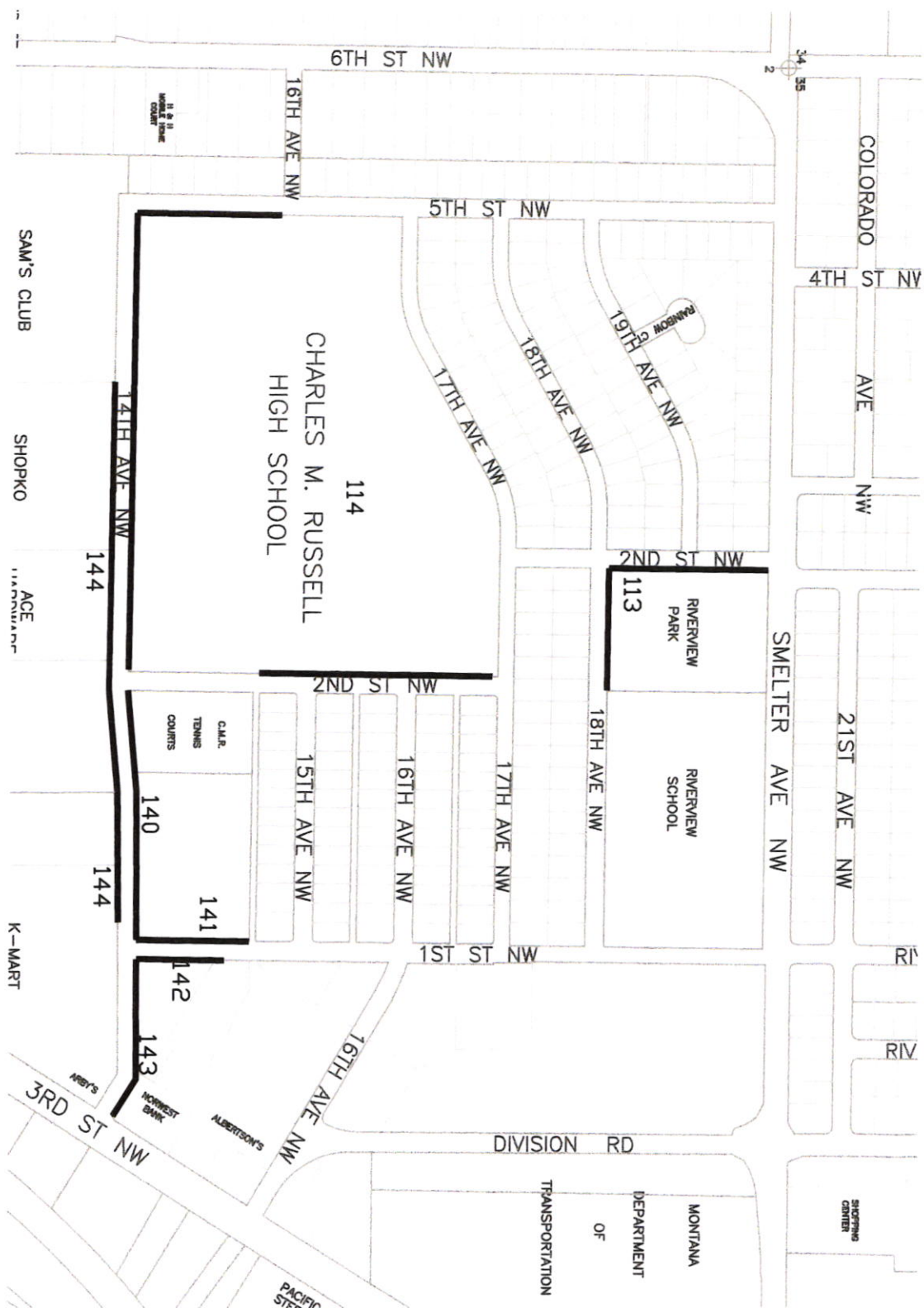


CITY SIDEWALK INFILL NW QUADRANT

VICINITY MAP

1 OF 4
3-15-2022







CITY SIDEWALK INFILL NW QUADRANT

VICINITY MAP

4 OF 4

3-15-2022

Return to: Commission

CONTRACT

18-209

MEMORANDUM OF AGREEMENT

GREAT FALLS METROPOLITAN TRANSPORTATION PLANNING PROCESS

THIS AGREEMENT is made and entered into this 4th day of December, 2018, by and between the STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "STATE", the CITY OF GREAT FALLS, hereinafter referred to as "CITY", the COUNTY OF CASCADE, hereinafter referred to as "COUNTY", the GREAT FALLS TRANSIT DISTRICT BOARD, hereinafter referred to as "TRANSIT BOARD", the GREAT FALLS PLANNING ADVISORY BOARD, hereinafter referred to as "CITY PLANNING BOARD", and the CASCADE COUNTY PLANNING BOARD, hereinafter referred to as "COUNTY PLANNING BOARD".

WITNESSETH THAT:

WHEREAS, Title 23, Chapter 1, Section 134 of the United States Code, Title 23 Section 150, and Title 49, Chapter 53, Section 5303 of the United States Code require that a Metropolitan Planning Organization (MPO) be designated for each urbanized area with a population of more than 50,000 and, as a condition for the receipt of Federal highway and transit funds, that the metropolitan area have a continuing, cooperative, and comprehensive performance-based multimodal transportation planning process that provides for consideration and implementation of projects, strategies, and services that consider all transportation modes and supports community development and sound goals that lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods; and,

WHEREAS, the parties to this Agreement desire to continue to cooperate in the transportation planning process now in progress and further desire to ensure that transportation planning is an integral part of continuing, cooperative and comprehensive planning; and,

WHEREAS, the parties to this Agreement desire to take a performance-driven, outcome-based approach to planning and programming linking investment decision making to the achievement of performance targets; and,

WHEREAS, the CITY PLANNING BOARD was designated in the December 6, 2005 agreement titled, "Cooperative Agreement - Great Falls Metropolitan Transportation Planning Process," as the Metropolitan Planning Organization (MPO) by the Governor of the State of Montana and affected local units of government representing at least 75 percent of the population in the entire metropolitan area, including the largest incorporated city; and,

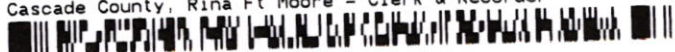
WHEREAS the STATE, CITY, COUNTY and TRANSIT BOARD recognize the CITY PLANNING BOARD as the officially designated MPO for the Great Falls urbanized area; and,

WHEREAS, the Policy Coordinating Committee (PCC) has been established as the official governing body of the Great Falls Metropolitan Transportation Planning Process, thus having final local approval of all Federal Surface Transportation Program-Urban Funded transportation projects in the Great Falls Metropolitan Planning Area, approval of the Metropolitan Transportation Plan, the Transportation Improvement Program, and the Unified Planning Work Program; and,

WHEREAS, the TRANSIT BOARD operates a transit system and maintains responsibility for providing district residents with safe and reliable transit service, as well as implementing improvements to meet changing travel needs; and,

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Cascade County, Rina Ft Moore - Clerk & Recorder



WHEREAS, Title 23, U.S.C., Section 104 (f) and Title 49 U.S.C., Section 5303 provide planning funds (PL and Section 5303) for the purpose of carrying out metropolitan transportation planning requirements of Section 134 of the Title 23; and,

WHEREAS, the STATE and designated MPO shall execute or cause to be executed separate agreements for the distribution of PL and Section 5303 funds; and,

WHEREAS, the STATE and designated MPO shall execute or cause to be executed separate agreements for the roles and responsibilities for air quality conformity and developing and sharing performance data, setting performance targets, reporting targets, and tracking progress towards meeting targets.

NOW, THEREFORE, BE IT RESOLVED that the parties hereto do mutually agree to:

1. Cooperatively carry out transportation planning and programming in the Great Falls Metropolitan Planning Area through the following established forum and process:

- A. The Policy Coordinating Committee (PCC) shall manage the executive business of the Great Falls Metropolitan Transportation Planning Process and develop and keep current transportation planning in the Great Falls Metropolitan Planning Area. The PCC shall consist of the following officials:

Voting Members:

Mayor or Commission Designee by and from the membership of the City of Great Falls City Commission
Chairman or Commission Designee by and from the membership of the Board of Cascade County Commissioners
Chairman or Board Designee by and from the membership of the Great Falls Transit District Board
Chairman or Board Designee by and from the membership of the Great Falls Planning Advisory Board
President or Board Designee by and from the membership of the Cascade County Planning Board
District Administrator – Montana Department of Transportation

Non-Voting Members:

Division Administrator – Federal Highway Administration

- B. The Transportation Technical Advisory Committee (TAC) shall provide technical advice to the PCC and technical direction to and coordination of the metropolitan transportation planning staff concerning transportation planning. The TAC shall, at a minimum, consist of the following members or alternate designee:

Voting Members

Manager – Great Falls Transit District
Director of Public Works – City of Great Falls
City Engineer – City of Great Falls
Transportation Engineer – City of Great Falls
Street Division Supervisor – City of Great Falls
Traffic Division Supervisor – City of Great Falls
Planning & Community Development Director – City of Great Falls
Senior Transportation Planner – City of Great Falls
County Sanitarian – City-County Health Department
Planning Division Administrator– Cascade County

Road & Bridge Division Superintendent – Cascade County
Deputy Public Works Director - Cascade County
Public Works Director - Cascade County
District Construction Operations Engineer – Montana Department of Transportation
District Projects Engineer – Montana Department of Transportation
Statewide & Urban Planning Supervisor – Montana Department of Transportation
Deputy Base Civil Engineer – Malmstrom Air Force Base
Manager – Great Falls International Airport

Non-Voting Members

Planning & Program Development Engineer - Federal Highway Administration –
Montana Division

- C. A Citizens Advisory Committee may be established, at the discretion of the PCC, to act as a sounding board for proposals advanced by the TAC and PCC. Appointment to the committee shall be by the PCC.
- D. Public Involvement. Procedures for obtaining public involvement will be adopted by the PCC. These procedures will describe methods to obtain additional local input in the planning process.
- E. Transportation Planning Area. At a minimum, continuing, cooperative and comprehensive transportation planning will be conducted in that portion of the Great Falls area that is expected to become urbanized during any forecast period. Said area shall be referenced as the “Great Falls Transportation Planning Area.” Any transportation planning that may be conducted outside the transportation planning area will be determined by the TAC and approved by the PCC.
- F. Scope of Services. The transportation planning process shall be:
- 1) Cooperative, in that, the STATE, COUNTY, CITY, TRANSIT BOARD and PLANNING BOARDS shall cooperatively accomplish the transportation planning process in response to the needs and changes occurring in the planning area.

The STATE, MPO and TRANSIT BOARD shall coordinate their respective targets for performance measurement to ensure consistency, to the maximum extent practicable. This includes, but is not limited to, identifying how performance-based planning provisions will be cooperatively implemented.
 - 2) Comprehensive, in that, all elements affecting metropolitan area development and transportation shall be considered. These elements and requirements are described in various documents published by the U. S. Department of Transportation.
 - 3) Continuing, in that, the planning process is intended to continue indefinitely and shall be maintained as long as this Agreement is in force.

The operational scope of the transportation planning process will generally involve conducting the following general activities:

- (a) Establish a coordinated process for the collection and sharing of performance data, the selection of performance targets, reporting targets, and tracking progress towards meeting targets for the metropolitan area.

- (b) Collect, maintain, analyze and disseminate basic planning information and engineering data.
- (c) Serve the public and private sectors, by providing current information concerning plans, programs, projects, recommendations and implementation schedules.
- (d) Prepare, update and revise long and short-range transportation plans to consider all transportation modes in the transportation planning area; develop transportation improvement programs for project implementation; prepare, update and revise a public involvement plan; and, conduct air quality conformity determinations, to the extent required, for new or revised transportation plans and improvement programs.
- (e) Prepare and distribute studies, reports, maps, plans, etc., for documentation and information purposes; participate in meetings, seminars, etc., at all levels of government; coordinate planning and plan implementation activities; and, conduct public information and involvement programs.
- (f) Research, investigate and develop estimating, forecasting and related planning procedures.

G. Work Program – An annual unified planning work program shall be prepared yearly by the MPO, which outlines the urban transportation and transportation related planning activities to be conducted within the planning area, regardless of funding sources. The unified planning work program shall include:

- 1) A brief discussion of program objectives and accomplishments, including performance targets, during the previous year; and
- 2) A description of major activities to be performed during the next year, the agency or entity to perform the work, the resulting products and a summary of the estimated total amounts and sources of federal and non-federal funds to be used to accomplish the major work activities during the next year.

2. Mechanisms governing this Agreement are as follows:

- A. Changes in Agreement – Any alteration, extension or supplement to the terms of this Agreement, as detailed herein, shall be agreed to, in writing, by the signatory parties.
- B. Bylaws – Both the PCC and the TAC shall adopt and comply with bylaws as are justified and warranted to enact the purposes of this Agreement.
- C. Term of Agreement – This Agreement shall be for a perpetual term unless changed as provided for in paragraph 2.A. above or terminated in the manner described as follows: Any party may terminate its interests and obligations under this Agreement by giving at least ninety (90) days' notice, in writing, to the other parties.
- D. Previous Agreements – This Agreement supersedes previous Agreements between the STATE, CITY, COUNTY, PLANNING BOARDS and TRANSIT BOARD executed on June 24, 1964, October 12, 1971, December 19, 1972, June 27, 1978, July 1, 1981, March 9, 1983, April 17, 1997, and December 6, 2005.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

APPROVED FOR CITY OF GREAT FALLS

By [Signature]
City Manager, City of Great Falls

ATTEST:

By [Signature]
City Clerk

APPROVED FOR COUNTY OF CASCADE

By [Signature]
Chairman, Board of County Commissioners

ATTEST:

By [Signature]
County Clerk & Recorder

APPROVED FOR GREAT FALLS TRANSIT BOARD

By [Signature]
Chairman, Great Falls Transit District Board

ATTEST:

By [Signature]
Manager, Great Falls Transit District

APPROVED FOR THE STATE

By [Signature]
Director, Montana Department of Transportation

By [Signature]
Legal Counsel, Montana Dept. of Transportation

APPROVED FOR GREAT FALLS PLANNING ADVISORY BOARD

By [Signature]
Chairman, Great Falls Planning Advisory Board

ATTEST:

By [Signature]
Secretary, Great Falls Planning Advisory Board

APPROVED FOR CASCADE COUNTY PLANNING BOARD

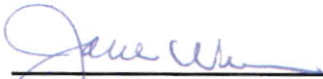
By [Signature]
President, Cascade County Planning Board

ATTEST:

By [Signature]
Secretary, Cascade County Planning Board

**Contract 18-209
2018 MOA
Great Falls
Metropolitan Transportation
Planning Process**


**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**



Jane Weber, Chairman



Joe Briggs, Commissioner

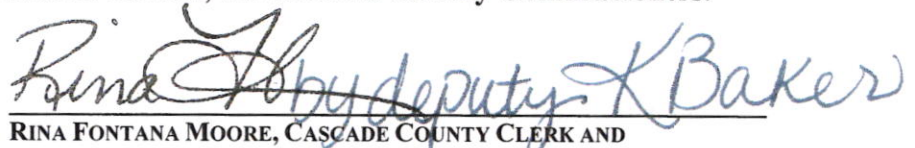


James L. Larson, Commissioner

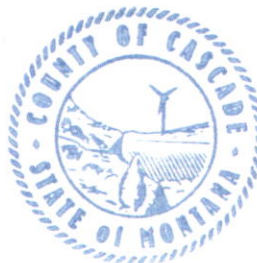
Passed & approved at the Commission Meeting held on this 11th day of December, 2018.

Attest

**On this 11th day of December, 2018, I hereby attest the above-written signatures of
Jane Weber, Joe Briggs and James L. Larson, the Cascade County Commissioners.**



RINA FONTANA MOORE, CASCADE COUNTY CLERK AND



Summary of Amendment #1 to the 2018 Great Falls Area Long Range Transportation Plan

Edits to reflect moving Watson Coulee Rd. reconstruction project from Illustrative Projects list to Recommended Project list:

Pages 59/60: Tables 13 & 14 - Remove Illustrative Project I15 from Table 14 and add it to Table 13 as new Recommended Project R14.

Page 61: Revise Total Illustrative Projects to reflect elimination of Illustrative Project I15 (reduce by \$3,039,000).

Page 62: Figure 20 – Facility Recommendations: Change project label of I15 to R14, change color.

Page 106: Revise Table 18 Comparison of LRTP Estimated Costs and Available Revenue (Planning Year 2038). Add \$2,052,396 to STPU Expenditures (2018-22), and adjust totals accordingly.

Appendix F, Page 15: Add Watson Coulee Rd. project as “R-14” to Recommended Projects, and adjust total cost estimate to reflect most recent estimate (\$2,052,396). Adjust Recommended Projects total on same page.

Appendix F, Page 17: Remove Illustrative Project I-15 (Watson Coulee Rd.) and add it to Recommended projects as R-14 (see above item).

Appendix F, Page 21: Adjust Illustrative Projects total accordingly.

Appendix F Figures: Adjust Figures, same as indicated above.

Edits to add Transit Performance Measures/Targets:

Replace Transit Performance Measure/Targets language on Page 98 with the below language and new Table. Add new Table to index of Tables.

The FAST Act requires MPO Transit agencies to have transit asset management plans with transit performance targets in place by October 1, 2018. MPOs have 180 days from the time the Transit District sets their targets to adopt transit asset management performance targets.

In compliance with Federal requirements, the Great Falls Transit District has adopted a Transit Asset Management Plan that includes Transit Performance Measures and Targets. By reference, the Transit Performance Measures and Targets included in the latest Asset Management Plan are incorporated into the Long Range Transportation Plan. For informational purposes, those Measures and Targets are shown in Table 16b.

The City of Great Falls, the State of Montana, and the Great Falls Transit District will all work cooperatively towards meeting or exceeding the adopted targets.

R0373343 CAG

Total Pages: 3 R 0 00 By: tmarch 07/18/2019 04:02:37 PM
Cascade County, Rina Ft Moore - Clerk & Recorder




Table 16b: Transit Performance Measures & Targets

Asset Category - Performance Measure	Asset Class	2019 Target	2020 Target	2021 Target	2022 Target	2023 Target
REVENUE VEHICLES						
Age - % of revenue vehicles within a particular asset class that have met or exceeded their Useful Life Benchmark (ULB)						
	<i>BU - Bus</i>	10%	10%	10%	10%	20%
	<i>MV - Mini-van</i>	N/A	0%	50%	50%	0%
EQUIPMENT						
Age - % of vehicles that have met or exceeded their Useful Life Benchmark (ULB)	<i>Non-Revenue/Service Automobile</i>	25%	25%	25%	25%	25%
	<i>Trucks and other Rubber Tire Vehicles</i>	67%	67%	67%	33%	33%
	<i>Vehicle Maintenance Equipment</i>	25%	25%	25%	50%	75%
	<i>Facilities Maintenance Equipment</i>	N/A	0%	0%	0%	0%
FACILITIES						
Condition - % of facilities with a condition rating below 3.0 on the FTA Transit Economic Requirements Model (TERM) Scale						
	<i>Passenger Facilities</i>	N/A	0%	0%	0%	0%
	<i>Administration & Maintenance Facility</i>	N/A	0%	0%	0%	0%

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**



Joe Briggs, Chairman



James L. Larson, Commissioner

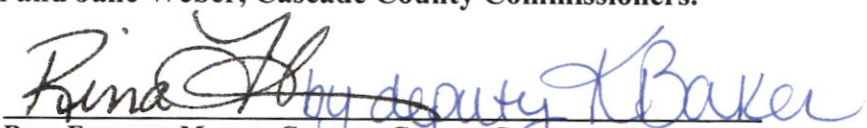


Jane Weber, Commissioner

Passed and adopted at Commission Meeting held on this 18th day of July, 2019.

Attest

On this 18th day of July, 2019, I hereby attest the above-written signatures of Joe Briggs, James L. Larson and Jane Weber, Cascade County Commissioners.



RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

* APPROVED AS TO FORM:
Josh Racki, County Attorney



DEPUTY COUNTY ATTORNEY



* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

March 22, 2022

Contract 22-31

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Montana ExpoPark Pest Control Contract

INITIATED BY: Cascade County Public Works Department

ACTION REQUESTED: Approval of Contract 22-31

PRESENTED BY: Les Payne, Public Works Director

BACKGROUND:

Cascade County Public Works Department has received an estimate, for pest control at the Montana ExpoPark, located at 400 3rd St NW, Great Falls, MT. Services that are provided, are the control of ground squirrels, rabbits, raccoons, badgers, etc. This is a routine contract that ExpoPark does every year to keep up with the pest control.

RECOMMENDATION:

Cascade County Staff, after reviewing estimate for pest control of the Montana ExpoPark, recommends awarding the contract to All American Pest Control Services Inc, of Great Falls, MT, for the total cost to the County of \$3500.00, for pest control over a seven (7) month period, on the property of the Montana ExpoPark.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

"I move the Cascade County Commission **APPROVE** Contract 22-31, estimate proposal from All American Pest Control Services, Inc of Great Falls, MT, for the total cost to the County of \$3500.00 and instruct staff to complete the contracting process."

MOTION TO DISAPPROVE:

"I move the Cascade County Commission **DISAPPROVE** Contract 22-31."

CONTRACT

In consideration of the mutual promises and consideration set forth herein between the All American Pest Control Services Inc, whose mailing address is 1421 19th Avenue South, Great Falls, MT 59405 and CASCADE COUNTY (County), an incorporated independent political subdivision of the State of Montana, hereby covenant and agree as follows:

1. Contract Purpose And Scope Of Contract Work: The purpose of this contract is for All American Pest Services, to provide pest control, at the Montana ExpoPark, located at 400 3rd St NW, over a seven (7) month period. as set forth in the All-American Pest Control Service Agreement (Contractor) proposal dated 2022, which is attached hereto and incorporated herein and incorporated herein as Exhibit A. In the event Contractor's bid/quote contains terms which conflict with this Contract, the terms of this Contract will be controlling. The Contract Work shall be performed at the ExpoPark and will be subject to the prior approval of the Cascade County's authorized agent Les Payne, Public Works Director.

2. Performance Standards: Except as otherwise expressly provided, the Contractor shall fully perform all Contract Work and shall do so in a timely, professional and good workmanlike manner and in accordance with prevailing industry standards and customs. Contractor shall exercise due care to avoid damage to County structures, property and to utilities (either above or below ground). Contractor will promptly repair any damage. Contractor will be required to properly sign and secure the work site so as to maintain, at all times, the safety of County's employees, agents, invitees and public.

3. Contract Time: Contractor shall fully complete the Contract Work no later than thirty (30) days after execution of the Contract. Time is of the essence. Thus, all terms, covenants, and conditions hereof shall be performed at or before the time specified herein. Any forbearance by the parties in the enforcement of the terms and conditions of this agreement shall in no way be construed as a waiver or default thereof, nor a waiver of the obligatory effect of such provisions.

4. Contract Sum: Contractor has to its satisfaction examined the observable conditions at the work site and performed all necessary research and investigation of the work site in establishing the Contract Sum. Accordingly, Contractor shall be compensated, as payment in full for the Contract Work the sum of THREE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (3500.00) upon final acceptance of the work. The stated Contract Sum is inclusive of labor, materials, and insurance. Contractor shall be responsible to obtain and pay for all necessary permits and/or licenses.

5. Contract Payment: As a condition precedent to payment, the Contractor shall conduct a final inspection of the Contract Work with the Authorized Representative of the County. The County shall promptly comply and participate with any reasonable request of the Contractor for final inspection. Upon final inspection and receipt of the Contractor's application for payment, the County may withhold, pending mutual compromise or judicial resolution, payment of all or a portion of the Contract Sum, to the extent reasonably necessary to protect the County, if in the County's opinion the Contract Work is not accepted. If the County withholds payment under this

section, the County shall notify the Contractor of the withholding and the reason therefor no later than ten (10) after receipt of the application for payment. If the Contractor and the County cannot agree on a revised amount, the County shall pay the amount to which the County does not object.

The County shall have no obligation to pay or to see to the payment of money to a subcontractor or materialman except as may otherwise be required by law. Partial payment under this section shall not constitute or be construed to constitute the County's acceptance of any disputed portion of the Contract Work. Acceptance of final payment by the Contractor shall constitute a waiver of all Contractor claims against the County except those previously made in writing and identified by the Contractor as unsettled prior to receipt of the final payment from the County.

6. Force Majeure: If either Party's obligations under this agreement are rendered impossible, hazardous or is otherwise prevented or impaired for reasons beyond a Party's control including, without limitation act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event including, but not limited to, acts of terrorism, similar or dissimilar, beyond either Party's control, then both Party's obligation with respect to the performance of the Contract shall be excused until such time as the intervening force majeure cause has been cured.

7. Insurance: Prior to commencing work under this agreement, the Contractor shall purchase and maintain until final payment on all Contract Work such insurance as will protect the Contractor from claims which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable. Contractor's proof of insurance as provided to County is attached hereto as **Exhibit B** to this contract and such coverages shall remain in full force and effect for the duration of this Contract. If requested, Contractor will also provide proof of Contractor Registration and proof of compliance with worker compensation laws.

8. Contractor Registration: Construction contracts greater than \$2,500 require Contractors to be registered with the Department of Labor and Industry under 39-9-201 and 39-9-204 MCA prior to Contract execution. A copy of the registration certificate must be provided to the County. Contractor's registration number is # 16119-12 and expires on the 31st day of Dec 2022.

9. Indemnification: Contractor agrees to indemnify, protect, defend, and hold harmless the County, its elected and appointed officials, agents and employees from and against all claims, demands, causes of action of any kind or character, including the defense thereof, arising out of the negligence or misconduct of its agents, employees, representative, assigns, and subcontractors under this agreement.

10. Montana Prevailing Wage Rate and Gross Receipts Tax: Contractor may be subject to the requirements of the Montana contractor's gross receipts tax, as defined and required by Mont. Code Ann. §§ 15-50-205 and 15-50-206. Contractor will pay Montana Davis Bacon wages if required by state law.

11. General Warranty: The Contractor warrants to the County that all materials and equipment furnished under the Contract will be of good quality and new, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of this Contract.

12. Choice of Law and Venue: This Contract shall be construed under the laws of the State of Montana. Venue shall be the Eighth Judicial District, Cascade County, Montana. In the event of litigation, the parties shall bear their own costs and attorney fees.

13. Entire Agreement and Modification: This contract constitutes the entire understanding of the parties and supersedes any and all prior written or verbal representations between the parties. This agreement cannot be modified unless said modification is reduced to writing and executed by both parties.

14. Severability: If any provision of this Contract is held void or invalid, such provision shall be deemed severed from the Contract and the remainder of the Contract shall remain in full force and effect.

15. Mutual Assent and Authority: The parties hereto mutually assent to the terms of this Contract and have signed this Contract on the day and year set forth below. The individuals executing this Contract on behalf of each party warrant that he or she is authorized to execute the Contract on behalf of their respective agencies and that the agency will be bound by the terms and conditions herein.

DATED this ____ day of March, 2022

Contractor:

All American Pest Control Services, Inc.

STATE OF MONTANA)
 :ss
County of Cascade)

This instrument was signed or acknowledged before me on this ____ day of _____, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

Notary Public for the State of Montana
Residing at _____
My Commission expires: _____

County:

BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY, MONTANA

Joe Briggs, Chairman

James L. Larson, Commissioner

Don Ryan, Commissioner

Attest

On this ___ day of _____, 2022, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Rina Ft. Moore
Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

All American Pest Control Services, Inc.

We have the Skill to Kill

1421 19th Avenue So. • Great Falls, MT 59405

406-870-2847

Bus. Lic. # 14008 • Lic. # 16119-12

PROPOSAL AND ACCEPTANCE

Page _____ of _____ Pages

PROPOSAL SUBMITTED TO Cascade County Public Works		PHONE	DATE
STREET		JOB NAME	
CITY, STATE AND ZIP CODE Great Falls, Mt. 59405		JOB LOCATION	
ARCHITECT	DATE OF PLANS 2022	JOB PHONE	

We hereby submit specifications and estimates for:

Les Payne- Scope of Work for Expo Park

Time frame- April thru Oct 2022

Area covered- Entire Expo Park

Target Pests- Mainly Richardson Ground Squirrels with other target pest such as Rabbits, Raccoons, Badgers, etc.

Method of control- Using Gopher X smoke machine which uses Carbon Monoxide from a small engine to fill tunnel cavity with carbon monoxide.

Air Rifle for above ground control. Guillotine traps near buildings. Aluminum Phosphide for internal tunnels.

Need access to park if possible sometimes in the evening, i will be onsite several times throughout the season mainly morning and afternoon but at times if possible in the evening.

Added a large Carbon Monoxide machine for large areas, designed for acres at a time.

We Propose hereby to furnish material and labor—complete in accordance with above specifications, for the sum of:

All American Pest Control Services, Inc. dollars (\$) \$3500.00

Payment to be made as follows:

By check or if more convenient a pay portal is provided through invoice sent to you by email.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance.

Authorized
Signature

Richard Griffin

Note: This proposal may be
withdrawn by us if not accepted within _____

days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____

Montana Department of Agriculture
302 North Roberts Street
Helena, Montana 59601
(406) 444-5400

THIS IS TO CERTIFY THAT

License Number: 16119-12
Expiration Date: 12/31/2022
License Type: Commercial Pesticide Applicator

Richard A Griffin
1421 19th Avenue South
Great Falls MT 59405

QUALIFIED LICENSE CATEGORIES
40 - Ind Inst Struct & Health Related

RECERTIFY BY
12/31/2023

IS AUTHORIZED TO CONDUCT THE BUSINESS OF
All American Pest Control
1421 19th Ave South
Great Falls MT 59405

Pesticide Phone Numbers

Emergency Services Dial 911

National Poison Center 1 (800) 222-1222
Treatment information for pesticide poisoning.

Disaster & Emergency 1 (406) 841-3911

NPIC 1 (800) 858-7378
General and toxicological information on pesticides

MDA Pesticides Bureau 1 (406) 444-5400
Information on pesticide regulations.

MDA Pesticide Website

pesticides.mt.gov

- Link to MTPlants Account
- Look Up Recertification Credits
- Summary of Classes Attended
- Search Recertification Classes
- Field Office Locations
- Search Registered Pesticides
- Regulation Updates
- USDA Record Keeping
- Licensing Requirements

**CARRY THIS LICENSE WITH YOU FOR
PESTICIDE PURCHASES AND USE**

Montana Department of Agriculture
This person has complied with the Pesticide Laws of the state of Montana

Expires: 12/31/2022

Name: Richard A Griffin
Business: All American Pest Control

License Number: 16119-12
License Type: Commercial Pesticide Applicator



License Number: 16119-12
Is certified in the following categories:
40 - Ind Inst Struct & Health Related





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Darnielle Insurance Agency PO Box 21300 Billings, MT 59104 License #: 0009983	CONTACT NAME: Robyn Allison	FAX (A/C, No): (406)652-0025	
	PHONE (A/C, No, Ext): (406)652-4180	E-MAIL ADDRESS: robyn@darnielle.com	
INSURED All American Pest Control Services, Inc 1421 19th Avenue South Great Falls, MT 59405	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Scottsdale Insurance Company		41297
	INSURER B: Ohio Security Insurance Company		24082
	INSURER C: Montana State Fund		15819
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 00003198-611618

REVISION NUMBER: 62

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPS7417311	07/27/2021	07/27/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAS63410793	08/11/2021	08/11/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XBS0145344	07/27/2021	07/27/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A		03-490942-4	08/19/2021	08/19/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Pest Control

Workers Comp: Owner: Richard Griffin has excluded himself from the work comp policy

CERTIFICATE HOLDER

CANCELLATION

Cascade County Public Works
279 Vaughn S Frontage Rd
Sent Via Email: lpayne@cascadecountymt.gov
Great Falls, MT 59404

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(RAA)

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March 22, 2022

Contract #22-27

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: NEHA-FDA SAVA Workshop
Grant Number G-OATR-202111-01393

INITIATED AND PRESENTED BY: Bowen Trystianson
Interim Public Health Officer

ACTION REQUESTED: Approval of Contract #22-27

BACKGROUND:

The purpose of this grant is to provide funding for the division to attend the Self-Assessment and Verification Audit (SAVA) Workshop in Spokane, Washington.

TERM: February 1, 2022 – December 31, 2022

AMOUNT: \$3,600.00

RECOMMENDATION: Approval of Contract #22-27.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Contract #22-27, NEHA-FDA SAVA Workshop, Grant Number G-OATR-202111-01393

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #22-27, NEHA-FDA SAVA Workshop, Grant Number G-OATR-202111-01393



**NEHA-FDA Retail Flexible Funding Model Grant Program
Official Notice of Award for One-Year Grants**

February 15, 2022

Grant Number: G-OATR-202111-01393

Application Type: Training

Project Title: SAVA Workshop

Project Summary: Have two R.S. from the Retail Food Program Standards Team attend the Self-Assessment and Verification Audit Workshop (SAVAW) in Spokane, WA. This is tentatively scheduled for June, 2022. It is currently an in-person workshop, but may change format depending on Covid-19 activity.

One-Year Award Amount: \$3,600.00

Project Period: 2/1/2022 to 12/31/2022

Unique Federal Award Identification Number (FAIN): U2FFD007358

CFDA Number: 93.103

Rhonda Knudsen
Cascade City-County Health Department
115 4th St S
Great Falls, MT 59401

Dear Rhonda:

Your application has been approved for SAVA Workshop as part of the National Environmental Health Association (NEHA)-U.S. Food and Drug Administration (FDA) Retail Flexible Funding Model (RFFM) Grant Program, with funding provided by the FDA. Approval is based on review of the project plan and budget details in your submitted application.

As part of your application, your agency has made an assurance that it will comply with all applicable federal statutes and regulations in effect during the grant period, including applicable parts of 45 CFR Parts 75. Acceptance of this award and/or any funds provided by the NEHA-FDA Retail Flexible Funding Model Grant Program acknowledges agreement with all the terms and conditions in this award letter.

The amount of \$3,600.00 represents the full amount of funds to which you are entitled. Grant awards are made with the understanding that NEHA-FDA Retail Flexible Funding Model Grant Program staff may require clarification of information within your application, as necessary, during the application, project, or reporting periods. These inquiries may be necessary to allow us to appropriately carry out our administrative responsibilities.

Specific Conditions of Your Award

In addition to the general Terms and Conditions of your award as listed below, following are additional conditions specific to your award:

We are approving the full requested amount for your Training / Staff Development and Program Standards Engagement grant. All funds requested for reimbursement must be for approved personnel attending the approved courses/workshops/seminars/meeting(s). Any course changes, and any personnel changes or additions, must be approved by NEHA in advance of attendance.

Budget

To review specific details of the approved budget in your grant award, please log into the NEHA-FDA

RFFM Grant Portal where you can view and print your grant (including your budget justifications) and your budget worksheets.

Total Award Amount: \$3,600.00

Budget changes are allowable but must be justified and approved in advance and in writing by the NEHA-FDA RFFM Grant Program Support Team. None of the funds in this award shall be used to pay the salary of an individual at a rate in excess of the current Executive Level II of the Federal Executive Pay Scale for any specific funding year.

Terms and Conditions

Your award is based on the project application referenced in this Notice of Award, submitted to and approved by NEHA, and is subject to the following terms and conditions:

The grantee must complete the full scope of work and all tasks outlined in the approved grant application by the Project End Date, unless NEHA grants a written exception. The recipient agrees to comply with the current FDA general terms and conditions (HHS Grant Policy Statement).

Restrictions on the expenditure of funds in federal appropriations acts apply to this award, to the extent those restrictions are applicable to subawards made under federal grants. Please refer to 2 CFR 200.400 for guidance on relevant cost principles.

For the complete Terms and Conditions of this award, including links to all relevant federal guidance, please see the **Reporting and Payments** link on the NEHA-FDA RFFM webpage (<https://www.neha.org/retailgrants>).

Reporting

Reports with due dates will be accessible by logging into the Grant Portal, found on the NEHA-FDA RFFM webpage. Reminders will be sent to the email address of your organization's Point of Contact regarding upcoming and past due reports.

Interim Progress Reports will be required each year for awards made through this program to assure that each funded project remains on track for timely completion. For one-year awards, an Interim Progress Report will be due halfway through the project period.

When all project objectives have been completed, a Final Project Report must be submitted through the online grant portal no later than 45 days after your Project End Date. As part of the final report, the grantee must provide a full accounting of all expenditures made with funds from this grant award accompanied by the required documentation.

For complete information on required reporting, please see the **Reporting and Payments** link on the NEHA-FDA RFFM webpage.

Reimbursement Requests

For one-year awards made through this grant program, payment is normally made on a reimbursement basis at the end of the project, following submission of all required reporting.

Advance payment is available for one-year awards when required by a jurisdiction. To request advance payment, please email an explanation to the **NEHA-FDA RFFM Grant Program Support Team** at retailgrants@neha.org. For additional details, please see the **Reporting and Payments** link on the NEHA-FDA RFFM webpage.

Unless otherwise requested, your first report will be the Interim Progress Report due halfway through the project period.

Recipient FDA Notice

As a reminder, recipients of funding through this program are required to assure that project activities achieve greater conformance with the FDA Voluntary National Retail Food Regulatory Program Standards (Retail Program Standards). For additional information regarding the Retail Program Standards, please visit the FDA's official webpage at: <https://www.fda.gov/food/retail-food-protection/voluntary-national-retail-food-regulatory-program-standards>.

Allowable and Non-allowable Costs

For information on allowable and non-allowable costs, please refer to the **NEHA-FDA RFFM Grant Guidance** link on the NEHA-FDA RFFM webpage.

Base Grant Requirement

Once awards under the NEHA-FDA RFFM Grant Program have been made, all grantees must have an active Base Grant in place (either a Development Base Grant or a Maintenance and Advancement Base Grant) to remain eligible for open Optional Add-On Grants. During the performance period of open awards, if a Base Grant is cancelled for any reason (at the request of the Grantee or due to non-performance), all open Additional Add-On Grants may also be in jeopardy of cancellation.

For grantees that have been awarded both a Track 2 Development Base Grant (a one-year award) and a Capacity Building Grant (a three-year award), it is the awarded jurisdiction's responsibility to apply for Development Base Grants in years two and three of this grant program, to assure that their Capacity Building Grant remains eligible for continuation.

Travel Costs

Travel costs should adhere to the general guidelines found in the **NEHA-FDA RFFM Grant Guidance**. Contact the NEHA-FDA RFFM Grant Program Support Team with specific travel-related questions not covered in the guidance.

Financial Conflict of Interest

This award is subject to the Financial Conflict of Interest (FCOI) regulation at 42 CFR Part 50 Subpart F.

Contact us for Support

If you have questions about this award, please contact the NEHA-FDA RFFM Grant Program Support Team. Additionally, the FDA Retail Food Safety Specialist assigned to your geographic area is an integral part of your jurisdiction's successful completion of Retail Program Standards activities and is available to assist with your funded project.

NEHA-FDA RFFM Grant Program Support Team

retailgrants@neha.org

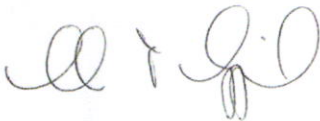
1-833-575-2404

FDA Retail Food Safety Specialist Contact Information

<https://www.fda.gov/food/voluntary-national-retail-food-regulatory-program-standards/directory-fda-retail-food-specialists>

We appreciate your ongoing commitment to achieving greater conformance with the Voluntary National Retail Food Regulatory Program Standards.

Sincerely,



David T. Dyjack, DrPH, CIH
NEHA Executive Director

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

Joe Briggs, Chairman

James L. Larson, Commissioner

Don Ryan, Commissioner

Passed and adopted at Commission Meeting held on this 24th day of August, 2021.

Attest

On this _____ day of _____ 2022, I hereby attest the above-written signatures of Joe Briggs, James L. Larson, and Don Ryan, Cascade County Commissioners.

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

March 22, 2022

Contract #22-28

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: NEHA-FDA Self-Assessment of 9 Standards
Grant Number G-BDEV-202111-01364

INITIATED AND PRESENTED BY: Bowen Trystianson
Interim Public Health Officer

ACTION REQUESTED: Approval of Contract #22-28

BACKGROUND:

The purpose of this grant is a development base to complete a Self-Assessment of all 9 Retail Food Program Standards.

TERM: February 1, 2022 - December 31, 2022

AMOUNT: \$5,000.00

RECOMMENDATION: Approval of Contract #22-28.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Contract #22-28, NEHA-FDA Self-Assessment of 9 Standards, Grant Number G-BDEV-202111-01364

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #22-28, NEHA-FDA Self-Assessment of 9 Standards, Grant Number G-BDEV-202111-01364



CONTRACT

22-28

NEHA-FDA Retail Flexible Funding Model Grant Program Official Notice of Award for One-Year Grants

February 15, 2022

Grant Number: G-BDEV-202111-01364

Application Type: Development Base

Project Title: Self-Assessment of 9 Standards

Project Summary: Complete a Self-Assessment of all 9 Retail Food Program Standards.

One-Year Award Amount: \$5,000.00

Project Period: 2/1/2022 to 12/31/2022

Unique Federal Award Identification Number (FAIN): U2FFD007358

CFDA Number: 93.103

Rhonda Knudsen
Cascade City-County Health Department
115 4th St S
Great Falls, MT 59401

Dear Rhonda:

Your application has been approved for Self-Assessment of 9 Standards as part of the National Environmental Health Association (NEHA)-U.S. Food and Drug Administration (FDA) Retail Flexible Funding Model (RFFM) Grant Program, with funding provided by the FDA. Approval is based on review of the project plan and budget details in your submitted application.

As part of your application, your agency has made an assurance that it will comply with all applicable federal statutes and regulations in effect during the grant period, including applicable parts of 45 CFR Parts 75. Acceptance of this award and/or any funds provided by the NEHA-FDA Retail Flexible Funding Model Grant Program acknowledges agreement with all the terms and conditions in this award letter.

The amount of \$5,000.00 represents the full amount of funds to which you are entitled. Grant awards are made with the understanding that NEHA-FDA Retail Flexible Funding Model Grant Program staff may require clarification of information within your application, as necessary, during the application, project, or reporting periods. These inquiries may be necessary to allow us to appropriately carry out our administrative responsibilities.

Specific Conditions of Your Award

In addition to the general Terms and Conditions of your award as listed below, following are additional conditions specific to your award:

The full requested amount for your Development Base Grant is approved. Changes to your project plans and/or budget changes in excess of 10% of the Total Award Amount must be approved by NEHA in advance. Please refer to the neha.org/retailgrants website for the full RFFM Grant Guidance, which includes a description of non-allowable costs that will not be reimbursed. We look forward to supporting you as you work to complete your important Retail Flexible Funding Model project.

Budget

To review specific details of the approved budget in your grant award, please log into the NEHA-FDA RFFM Grant Portal where you can view and print your grant (including your budget justifications) and your

budget worksheets.

Total Award Amount: \$5,000.00

Budget changes are allowable but must be justified and approved in advance and in writing by the NEHA-FDA RFFM Grant Program Support Team. None of the funds in this award shall be used to pay the salary of an individual at a rate in excess of the current Executive Level II of the Federal Executive Pay Scale for any specific funding year.

Terms and Conditions

Your award is based on the project application referenced in this Notice of Award, submitted to and approved by NEHA, and is subject to the following terms and conditions:

The grantee must complete the full scope of work and all tasks outlined in the approved grant application by the Project End Date, unless NEHA grants a written exception. The recipient agrees to comply with the current FDA general terms and conditions (HHS Grant Policy Statement).

Restrictions on the expenditure of funds in federal appropriations acts apply to this award, to the extent those restrictions are applicable to subawards made under federal grants. Please refer to 2 CFR 200.400 for guidance on relevant cost principles.

For the complete Terms and Conditions of this award, including links to all relevant federal guidance, please see the **Reporting and Payments** link on the NEHA-FDA RFFM webpage (<https://www.neha.org/retailgrants>).

Reporting

Reports with due dates will be accessible by logging into the Grant Portal, found on the NEHA-FDA RFFM webpage. Reminders will be sent to the email address of your organization's Point of Contact regarding upcoming and past due reports.

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When all project objectives have been completed, a Final Project Report must be submitted through the online grant portal no later than 45 days after your Project End Date. As part of the final report, the grantee must provide a full accounting of all expenditures made with funds from this grant award accompanied by the required documentation.

For complete information on required reporting, please see the **Reporting and Payments** link on the NEHA-FDA RFFM webpage.

Reimbursement Requests

For one-year awards made through this grant program, payment is normally made on a reimbursement basis at the end of the project, following submission of all required reporting.

Advance payment is available for one-year awards when required by a jurisdiction. To request advance payment, please email an explanation to the **NEHA-FDA RFFM Grant Program Support Team** at retailgrants@neha.org. For additional details, please see the **Reporting and Payments** link on the NEHA-FDA RFFM webpage.

Unless otherwise requested, your first report will be the Interim Progress Report due halfway through the project period.

Recipient FDA Notice

As a reminder, recipients of funding through this program are required to assure that project activities achieve greater conformance with the FDA Voluntary National Retail Food Regulatory Program Standards (Retail Program Standards). For additional information regarding the Retail Program Standards, please visit the FDA's official webpage at: <https://www.fda.gov/food/retail-food-protection/voluntary-national-retail-food-regulatory-program-standards>.

Allowable and Non-allowable Costs

For information on allowable and non-allowable costs, please refer to the **NEHA-FDA RFFM Grant Guidance** link on the NEHA-FDA RFFM webpage.

Base Grant Requirement

Once awards under the NEHA-FDA RFFM Grant Program have been made, all grantees must have an active Base Grant in place (either a Development Base Grant or a Maintenance and Advancement Base Grant) to remain eligible for open Optional Add-On Grants. During the performance period of open awards, if a Base Grant is cancelled for any reason (at the request of the Grantee or due to non-performance), all open Additional Add-On Grants may also be in jeopardy of cancellation.

For grantees that have been awarded both a Track 2 Development Base Grant (a one-year award) and a Capacity Building Grant (a three-year award), it is the awarded jurisdiction's responsibility to apply for Development Base Grants in years two and three of this grant program, to assure that their Capacity Building Grant remains eligible for continuation.

Travel Costs

Travel costs should adhere to the general guidelines found in the **NEHA-FDA RFFM Grant Guidance**. Contact the NEHA-FDA RFFM Grant Program Support Team with specific travel-related questions not covered in the guidance.

Financial Conflict of Interest

This award is subject to the Financial Conflict of Interest (FCOI) regulation at 42 CFR Part 50 Subpart F.

Contact us for Support

If you have questions about this award, please contact the NEHA-FDA RFFM Grant Program Support Team. Additionally, the FDA Retail Food Safety Specialist assigned to your geographic area is an integral part of your jurisdiction's successful completion of Retail Program Standards activities and is available to assist with your funded project.

NEHA-FDA RFFM Grant Program Support Team

retailgrants@neha.org

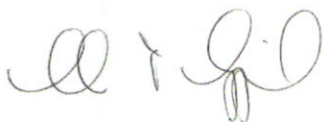
1-833-575-2404

FDA Retail Food Safety Specialist Contact Information

<https://www.fda.gov/food/voluntary-national-retail-food-regulatory-program-standards/directory-fda-retail-food-specialists>

We appreciate your ongoing commitment to achieving greater conformance with the Voluntary National Retail Food Regulatory Program Standards.

Sincerely,



David T. Dyjack, DrPH, CIH
NEHA Executive Director

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

Joe Briggs, Chairman

James L. Larson, Commissioner

Don Ryan, Commissioner

Passed and adopted at Commission Meeting held on this 24th day of August, 2021.

Attest

On this _____ day of _____ 2022, I hereby attest the above-written signatures of Joe Briggs, James L. Larson, and Don Ryan, Cascade County Commissioners.

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

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March 22, 2022

Agenda #1

Agenda Action Report
prepared for the
Cascade County Commission

ITEM:

Resolution Requesting MDOT/Federal Transit Authority remove Secured Interest from property at 1819 Benefis Court

ACTION REQUESTED:

Approval Contract #22-19

PRESENTED BY:

Kim Thiel-Schaaf, Aging Services Director

SYNOPSIS:

In approximately 2005, Cascade County - Area VIII Agency on Aging applied for funding from the Federal Transit Authority (FTA) 5309 Program via the Montana Department of Transportation (MDOT) which administers the program. Those funds were granted to construct a transportation facility on the county owned property at 1801-1819 Benefis Court for the use of the Aging Transportation System. Once construction was completed MDOT/FTA placed a secured interest on the property to ensure that the facility was used as intended, could not be sold or altered and that the federal investment in the property was protected for a forty-year period.

Since that time, it has been determined that the facility is not used to its greatest potential and that there are other uses that could be added to the building, but for, the existence of the forty-year secured interest of the Federal 5309 program and its requirements related to the use and alteration of the building. In order to move forward with assessing potential greater use and any remodeling needed to make that occur, the Aging Services Director reached out to MDOT personnel to determine the process for removing the secured interest. The first step was securing an appraisal of the property which was completed by M. Joki Appraisals in late September 2021. The appraisal has been accepted by the MDOT/FTA and they have advised that the Commission must also accept the appraisal and then formal request that the secured interest be removed from the property by agreeing to reimburse the Federal 5309 program for the pro-rated share of the appraisal that is equivalent to the share invested in the original project.

The original investment from the federal source was 80% of the total project and the reimbursement to the program would be in the amount of \$400,000 or 80% of the current appraised value which is \$500,000. Once that reimbursement is finalized, the MDOT/FTA will remove the cloud of the secured interest and the County will then have complete control of the facility, its uses and any alterations that are required on the property.

RECOMMENDATION:

Approval of Resolution #22-19

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Mr. Chair, I move that the Commissioners **APPROVE** Resolution 22-19 accepting the appraisal done on the property at 1801 Benefis Court and requesting that MDOT/FTA remove the secured interest cloud from the title.

MOTION TO DISAPPROVE: Mr. Chair, I move that the Commissioners **DISAPPROVE** Resolution 22-19 and do not accept the appraisal nor request removal of the MDOT/FTA secured interest at 1801 Benefis Court.

**BEFORE THE BOARD CASCADE COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

**IN THE MATTER OF REQUESTING THAT THE MONTANA
DEPARTMENT OF TRANSPORTATION/FEDERAL TRANSIT AUTHORITY
REMOVE THEIR SECURED INTEREST FROM THE PROPERTY
AT 1801 BENEFIS COURT IN CASCADE COUNTY**

RESOLUTION 22-19

WHEREAS, Cascade County (Aging Services) was the recipient of funding via the Federal Transit Authority (FTA) 5309 Program administered by the Montana Department of Transportation (MDOT) Contract #05-50-0036 and approved by the Commission on May 24, 2005¹; and,

WHEREAS, the funds awarded were in a ratio of 80% Federal (806,496), 20% (201,624) Local Match and were utilized for the construction of a transit building (aka/Bus Barn) on the property at 1801 Benefis Court; and,

WHEREAS, following construction and pursuant to the requirements set forth in Title 49 CFR Parts 18 and 19, and as applicable the USDOT Master Administrative Agreement, Grant Agreement or Cooperative Agreement with the recipient and applicable Montana statutes and administrative rules a Secured Interest Agreement was approved by the County Commission as Contract 15-160 in September 2015; and

WHEREAS, said Secured Interest Agreement ensured that the County would utilize the property and the building per the requirements of the 5309 Transit Program for a period not to exceed forty (40) years; and

WHEREAS, Cascade County has determined that there would better and higher utilization of this property if the cloud of the secured interest were removed and the property could be available for wider uses that benefit the clients of the Aging Services Department; and

WHEREAS, an independent audit was secured in September 2021 and made available to FTA and MDOT for review and both have approved the appraisal of \$500,000 market value; and

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners does hereby formally acknowledge and accept the Appraisal of the property done by Mike Joki and Associates and establishing market value of \$500,000; and

¹ May 24, 2005, the Board of Cascade County Commissioners signed the Section 5309 Facility Contract for the total project of \$1,008,120 and provided for a period of performance to be concluded by December 31, 2006, although construction did not complete until roughly 2009. The Secured Interest Agreement was signed September 18, 2015, and references Contract 05-50-0036 which was awarded on September 2009.

RESOLUTION 22-19

AND BE IT FURTHER RESOLVED that the Board of County Commissioners does hereby provide notice of its intent to reimburse the FTA 5309 Program for \$400,000 and requests that the existing Secured Interest Agreement be lifted, extinguished and removed in its entirety so that Cascade County can exercise exclusive jurisdiction over the property as authorized under the law.

Passed and adopted this 22nd day of March 2022.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Joe Briggs, Chairman

James L. Larson, Commissioner

Don Ryan, Commissioner

Attest

On this ____ day of _____ 2022, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Rina Fontana Moore, Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

March 22, 2022

Agenda #2

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM	A Resolution requesting Distribution of Bridge and Road Safety and Accountability Act Program Funds
INITIATED & PRESENTED BY	Les Payne, Public Works Director
ACTION REQUESTED	Approval of Resolution 22-20

BACKGROUND

This resolution is to approve the 2022 Bridge and Road Safety & Accountability Act (BaRSAA) funds to be used on the preventative maintenance overlay, width, and crown preservation treatments, of approximately 7,798 Lineal Feet (LF), of Giant Springs Road. Total MDT funds requested: \$251,587.69. A 5% County match (\$12,579.38) is required and has been budgeted from Road Services Raw Materials (2110-218-C0200-400.450).

RECOMMENDATION

Approval of Resolution 22-20 requesting distribution of Bridge and Road Safety and Accountability Act Program Funds.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commissioners **APPROVE** Resolution 22-20, a Resolution requesting Distribution of Bridge and Road Safety and Accountability Act Program Funds.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commissioners **DISAPPROVE** Resolution 22-20, a Resolution requesting Distribution of Bridge and Road Safety and Accountability Program Funds.

January 27, 2022

County Commissioner
Cascade County
325 2nd Avenue North - Courthouse Annex - Room 111
Great Falls, MT 59401

RECEIVED



led —
mky —

Subject: Bridge and Road Safety and Accountability Program (BaRSAA) Fuel Tax Allocation

MDT is pleased to notify you of your new fuel tax allocation provided by the 2017 legislature thru the Bridge and Road Safety and Accountability Act (BaRSAA) Program. The new user fee was effective on July 1, 2017.

As provided for in MCA 15-70-130, by March 1 of each year the Montana Department of Transportation (MDT) must allocate BaRSAA funds to each city, town, county and consolidated city-county government in Montana. BaRSAA program funds are in addition to the existing fuel tax distributions provided for in MCA 15-70-101 and 7-14-102(2).

BaRSAA funds are allocated in the same proportion and using the same ratios provided for in MCA 15-70-101(2)(b), (2)(c), and (3). Allocations are calculated based upon the statutory formula. Road mileage reflects each city and county's locally certified mileage received by MDT this past year and the population estimates are based on the 2020 US Census Bureau's population estimates. The allocation available for your local government to request beginning March 1 is summarized below:

Local Government	2022 BaRSAA Allocation
Cascade County	\$251,587.69

Beginning March 1, 2022, local governments may request distribution of their 2022 BaRSAA allocation from MDT. Local governments must match each \$20 requested for distribution with at least \$1 of local government budgeted matching funds. Reservation requests can be made between September 1st and November 1st. Per MCA 15-70-130, an adopted resolution is required for distribution and reservation of funds; resolution templates are available on the League of Cities and Towns' and Montana Association of Counties' websites. Distribution and reservation requests must then be made using the WebGrants online application system. This system will allow uploading of the signed resolution and for electronic entry of the information necessary for the distribution and/or reservation of funds to local governments.

Educational resources including a video Webinar and PDF instructions on how to request distribution or reservation of BaRSAA funds, transfer BaRSAA funds, make corrections in WebGrants, and completing and submitting Annual Reports can be found on MDT's website under Road and Bridge. Please note that Annual Reports are due December 31st of each year for all projects still marked as underway in the Webgrants online application system. If you have not submitted annual reports for 2018, 2019, 2020 and 2021 projects still marked underway, please do so at your earliest convenience

Additional information on the BaRSAA program is available on the MDT, Montana Association of Counties, and Montana League of Cities and Towns websites.

<https://www.mdt.mt.gov/roadbridge/>

If you have any questions, please contact Geoff Streeter at (406)444-9131 or gstreeter@mt.gov.



Brian Andersen, Supervisor
MDT Geospatial Information Section

Copy: Carol Strizich
Larry Flynn
Katie Potts
Linda Hicks

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

**RE: A RESOLUTION REQUESTING DISTRIBUTION OF
BRIDGE AND ROAD SAFETY AND ACCOUNTABILITY PROGRAM FUNDS**

Resolution 22-20

WHEREAS, the Bridge and Road Safety and Accountability Account requires the Montana Department of Transportation to allocate accrued funds to cities, towns, counties, and consolidated city-county governments for construction, reconstruction, maintenance, and repair of rural roads, city or town streets and alleys, bridges, or roads and streets that the city, town, county, or consolidated city-county government has the responsibility to maintain; and,

WHEREAS, a city, town, county, or consolidated city-county government that requests funds under the Bridge and Road Safety and Accountability Account must match each \$20 requested with \$1 of local government matching funds; and,

WHEREAS, a city, town, county, or consolidated city-county government requesting distribution of allocated funds may make such a request to the Department of Transportation between March 1 and November 1 of the year the funds were allocated; and,

WHEREAS, the project(s) to be funded is:

Giant Springs Road, preventative maintenance overlay.

and,

WHEREAS, the local match for the allocated funds has been budgeted from

Road Services Raw Materials (2110-218-C0200-400.450)

THEREFORE, NOW BE IT RESOLVED THAT:

1. Cascade County requests distribution of its share of the allocated Bridge and Road Safety and Accountability funds to be used for the projects identified herein.
2. That the Commission hereby empowers and authorizes the Public Works Director to execute such further documents as may be necessary to facilitate the distribution of said funds.

Adopted this 22nd day of March, 2022.

Board of County Commissioners
Cascade County, Montana

ATTEST:

Joe Briggs, Chairman

Rina Fontana Moore, Clerk & Recorder

James L. Larson, Commissioner

* APPROVED AS TO FORM:
Josh Racki, County Attorney

Don Ryan, Commissioner

DEPUTY COUNTY ATTORNEY

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2022 BaRSAA County Fuel Tax Allocations

County	County Allocation Funds
BEAVERHEAD	\$184,527.90
BIG HORN	\$166,972.68
BLAINE	\$149,633.83
BROADWATER	\$79,504.64
CARBON	\$111,607.17
CARTER	\$76,983.36
CASCADE	\$251,587.69
CHOUTEAU	\$175,406.06
CUSTER	\$102,754.99
DANIELS	\$63,418.99
DAWSON	\$106,376.64
DEER LODGE	\$48,614.78
FALLON	\$62,078.34
FERGUS	\$164,531.19
FLATHEAD	\$622,851.91
GALLATIN	\$440,903.77
GARFIELD	\$113,280.22
GLACIER	\$148,142.49
GOLDEN VALLEY	\$41,801.17
GRANITE	\$70,988.96
HILL	\$169,549.08
JEFFERSON	\$127,424.14
JUDITH BASIN	\$77,432.89
LAKE	\$226,036.10
LEWIS AND CLARK	\$338,609.81
LIBERTY	\$75,117.13
LINCOLN	\$261,490.81
MADISON	\$153,540.88
MCCONE	\$84,069.38
MEAGHER	\$61,845.18
MINERAL	\$74,786.73
MISSOULA	\$406,428.70
MUSSELSHELL	\$72,959.81
PARK	\$137,797.69
PETROLEUM	\$46,729.07
PHILLIPS	\$147,980.51
PONDERA	\$87,586.66
POWDER RIVER	\$84,784.89
POWELL	\$85,800.14
PRAIRIE	\$56,104.04
RAVALLI	\$354,625.08
RICHLAND	\$112,096.52
ROOSEVELT	\$131,340.74
ROSEBUD	\$147,208.12
SANDERS	\$150,280.53
SHERIDAN	\$91,071.77
SILVER BOW	\$48,904.35
STILLWATER	\$122,021.29
SWEET GRASS	\$61,742.59
TETON	\$123,888.78
TOOLE	\$89,678.35
TREASURE	\$27,521.20
VALLEY	\$187,448.95
WHEATLAND	\$45,202.07
WIBAUX	\$37,168.66
YELLOWSTONE	\$412,328.71
Total County Allocations:	\$8,100,568.13

March 22, 2022

Agenda #3

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Black Eagle Culvert Improvements
(21st Street NE & Colorado Avenue)

INITIATED AND PRESENTED BY: Les W Payne, Public Works Director

ACTION REQUESTED: Approval of Contract 22-30

BACKGROUND:

Cascade County Public Works Department is looking for a contractor to make water drainage improvements in the Black Eagle area. Because United Materials of Great Falls, had made the previous repairs, they are already familiar with this area and project, so it was cost effective to award this to them. This work, is for drainage improvements to 21st Street E. & Colorado Avenue NE, as described in the attached quote, for a total cost to the county of \$55,400.00. The amount of this contract did not require public sealed bids, per Montana Codes Annotated.

RECOMMENDATION:

Cascade County Staff, recommends that the Board of County Commissioners award the contract to United Materials of Great Falls, Inc.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

“Mr. Chairman, I move Cascade County Commission **APPROVE** Contract 22-30, proposal from United Materials of Great Falls, Inc, for the culvert improvements located at 21st Street NE & Colorado Avenue NE, for a total cost of \$55,400.00 and instruct staff to complete the contracting process”

MOTION TO DISAPPROVE:

“Mr. Chairman, I move Cascade County Commission **DISAPPROVE** Contract 22-30”

CONTRACT

In consideration of the mutual promises and consideration set forth herein between United Materials of Great Falls, Montana, 59403 (Contractor) and CASCADE COUNTY (County), an incorporated independent political subdivision of the State of Montana, hereby covenant and agree as follows:

1. Contract Purpose And Scope Of Contract Work: The purpose of this contract is for the Contractor to install several new curb water inlets, on Colorado and 21st St, in Black Eagle. Then install new culverts from these two inlets, East, across 21st St, and tie into the old existing culvert, that drains into the coulee, for discharge. Work to be performed at 21st ST NE, and Colorado Ave, Black Eagle, Montana, as per the Contractor's Estimate dated September 1, 2021, which is incorporated herein by reference, and as further directed by County through its authorized Agent, Les Payne, Director of Public Works. In the event Contractor's bid/quote contains terms which conflict with this Contract, the terms of this Contract will be controlling.

2. Performance Standards: Except as otherwise expressly provided, the Contractor shall fully perform all Contract Work and shall do so in a timely, professional and good workmanlike manner and in accordance with prevailing industry standards and customs. Contractor shall exercise due care to avoid damage to County structures, property and to utilities (either above or below ground). Contractor will promptly repair any damage. Contractor will be required to properly sign and secure the work site so as to maintain, at all times, the safety of County's employees, agents, invitees and public.

3. Contract Time: Contractor shall fully complete the Contract Work no later than thirty (30) days after execution of the Contract. Time is of the essence. Thus, all terms, covenants, and conditions hereof shall be performed at or before the time specified herein. Any forbearance by the parties in the enforcement of the terms and conditions of this agreement shall in no way be construed as a waiver or default thereof, nor a waiver of the obligatory effect of such provisions.

4. Contract Sum: Contractor has to its satisfaction examined the observable conditions at the work site and performed all necessary research and investigation of the work site in establishing the Contract Sum. Accordingly, Contractor shall be compensated, as payment in full for the Contract Work the sum of FIFTY-FIVE THOUSAND, FOUR HUNDRED AND 00/100 DOLLARS (\$55,400.00) upon final acceptance of the work. The stated Contract Sum is inclusive of labor, materials, and insurance. Contractor shall be responsible to obtain and pay for all necessary permits and/or licenses.

5. Contract Payment: As a condition precedent to payment, the Contractor shall conduct a final inspection of the Contract Work with the Authorized Representative of the County. The County shall promptly comply and participate with any reasonable request of the Contractor for final inspection. Upon final inspection and receipt of the Contractor's application for payment, the County may withhold, pending mutual compromise or judicial resolution, payment of all or a portion of the Contract Sum, to the extent reasonably necessary to protect the County, if in the County's opinion the Contract Work is not accepted. If the County withholds payment under this section, the County shall notify the Contractor of the withholding and the reason therefor no later

than ten (10) after receipt of the application for payment. If the Contractor and the County cannot agree on a revised amount, the County shall pay the amount to which the County does not object.

The County shall have no obligation to pay or to see to the payment of money to a subcontractor or materialman except as may otherwise be required by law. Partial payment under this section shall not constitute or be construed to constitute the County's acceptance of any disputed portion of the Contract Work. Acceptance of final payment by the Contractor shall constitute a waiver of all Contractor claims against the County except those previously made in writing and identified by the Contractor as unsettled prior to receipt of the final payment from the County.

6. Force Majeure: If either Party's obligations under this agreement are rendered impossible, hazardous or is otherwise prevented or impaired for reasons beyond a Party's control including, without limitation act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event including, but not limited to, acts of terrorism, similar or dissimilar, beyond either Party's control, then both Party's obligation with respect to the performance of the Contract shall be excused until such time as the intervening force majeure cause has been cured.

7. Insurance: Prior to commencing work under this agreement, the Contractor shall purchase and maintain until final payment on all Contract Work such insurance as will protect the Contractor from claims which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable. Contractor's proof of insurance as provided to County is attached hereto as Exhibit A to this contract and such coverages shall remain in full force and effect for the duration of this Contract. If requested, Contractor will also provide proof of Contractor Registration and proof of compliance with worker compensation laws.

8. Contractor Registration: Construction contracts greater than \$2,500 require Contractors to be registered with the Department of Labor and Industry under 39-9-201 and 39-9-204 MCA prior to Contract execution. A copy of the registration certificate must be provided to the County. Contractor's registration number is # 5498 and expires on the 9th day of October, 2021.

9. Indemnification: Contractor agrees to indemnify, protect, defend, and hold harmless the County, its elected and appointed officials, agents and employees from and against all claims, demands, causes of action of any kind or character, including the defense thereof, arising out of the negligence or misconduct of its agents, employees, representative, assigns, and subcontractors under this agreement.

10. Montana Prevailing Wage Rate and Gross Receipts Tax: Contractor may be subject to the requirements of the Montana contractor's gross receipts tax, as defined and required by Mont. Code Ann. §§ 15-50-205 and 15-50-206. Contractor will pay Montana Davis Bacon wages.

11. General Warranty: The Contractor warrants to the County that all materials and equipment furnished under the Contract will be of good quality and new, that the Work will be free from

defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of this Contract.

12. Choice of Law and Venue: This Contract shall be construed under the laws of the State of Montana. Venue shall be the Eighth Judicial District, Cascade County, Montana. In the event of litigation, the parties shall bear their own costs and attorney fees.

13. Entire Agreement and Modification: This contract constitutes the entire understanding of the parties and supersedes any and all prior written or verbal representations between the parties. This agreement cannot be modified unless said modification is reduced to writing and executed by both parties.

14. Severability: If any provision of this Contract is held void or invalid, such provision shall be deemed severed from the Contract and the remainder of the Contract shall remain in full force and effect.

15. Mutual Assent and Authority: The parties hereto mutually assent to the terms of this Contract and have signed this Contract on the day and year set forth below. The individuals executing this Contract on behalf of each party warrant that he or she is authorized to execute the Contract on behalf of their respective agencies and that the agency will be bound by the terms and conditions herein.

DATED this ____ day of March 22, 2022

Contractor:

United Materials

STATE OF MONTANA)
 :SS
County of Cascade)

This instrument was signed or acknowledged before me on this ____ day of _____, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

Notary Public for the State of Montana
Residing at _____
My Commission expires: _____

County:

BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY, MONTANA

Joe Briggs, Chairman

James L. Larson, Commissioner

Don Ryan, Commissioner

Attest

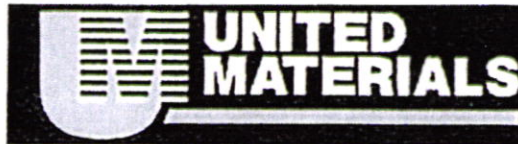
On this ___ day of _____, 2022, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Rina Ft. Moore
Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.



United Materials of Great Falls, Inc.

Great Falls, Montana 59403-1690 • P. O. Box 1690 • Telephone: (406) 453-7692
Construction Fax: (406) 727-9040 • Business Fax: (406) 727-2439 • Dispatcher: (406) 453-7201

To:	Cascade County	Contact:	Les Payne
Address:	279 Vaughn South Frontage Road Great Falls, MT 59404	Phone:	(406) 454-6912
		Fax:	
Project Name:	Colorado Ave/21st Storm Drain Improvements	Bid Number:	
Project Location:	Black Eagle, MT	Bid Date:	9/1/2021

We submit the following quotation for your consideration. If you have any questions, feel free to contact me at 453-7692.

Thank you.

Item #	Item Description	Total Price
1	**Curb Inlets/Pipe Improvements (Colorado Ave/21st St North)**	\$55,400.00

Exploratory Excavation To Determine Existing Elevations Of Lines (sewer/water/gas)
Furnish And Install 2 New Curb Inlets (Colorado Ave/21st St)
Furnish And Install 12" RCP Across 21st Street (132 LF)
Furnish And Install 60" Manhole
Furnish And Install 24" RCP (90 LF)
Furnish And Install Street Restoration (gravel And Asphalt) On 21st Street

Total Bid Price: \$55,400.00

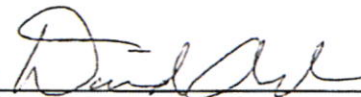
Notes:

- **Area contains several existing underground utilities (sewer/water/gas) that must be crossed. UM cannot guarantee this design will work without first verifying the existing utility grades.****
- The above prices **DO NOT** include Testing, Permits or Pavement Markings.
- This quote provides for one move-in.
- Bids after September 1st may not be completed before winter shutdown.
- Current estimated lead time for material procurement : 2-3 weeks.
- United Materials will not be responsible for damages or repairs to privately owned underground utilities (electrical, irrigation, etc.) that are not located by OneCall or by property owner.**

Payment Terms:

United Materials will not accept credit cards for payment of contracted work or charges made on account.
A finance charge of 1.50% per month (annual percentage rate of 18%) will be charged on all past due accounts (30 days).

Thank you for this opportunity to provide a quotation to you.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: United Materials Of Great Falls, Inc. Authorized Signature:  Estimator: David Anderson 406-799-8800 david@unitedmaterialsutf.com
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Montana Department of
LABOR & INDUSTRY

CERTIFICATE OF CONTRACTOR REGISTRATION

UNITED MATERIALS OF GREAT FALLS INC
PO BOX 1690
GREAT FALLS, MT 59403-0238

STATUS
Employer

REGISTRATION NO.
5498

EFFECTIVE DATE
10/10/2019

EXPIRATION DATE
10/09/2021

Visit our website at www.mtcontractor.com or call the
Registration Section at 406-444-7734 for more information
or to verify the validity of this certificate.



MONTCON-09

JMC MILLAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Billings Office PayneWest Insurance, Inc. P.O. Box 30638 Billings, MT 59107-0638	CONTACT NAME: Jana McMillan		
	PHONE (A/C, No, Ext): (406) 869-4427	FAX (A/C, No):	
	E-MAIL ADDRESS: jmcmillan@paynewest.com		
INSURED United Materials of Great Falls, Inc A Member of the MCCF PO Box 1690 Great Falls, MT 59403-1690	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Safety National Casualty Corporation		15105
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N		N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
A	Workers Compensation			SP4063961	1/1/2021	1/1/2022	E.L. DISEASE - POLICY LIMIT \$
							Coverage A Statutory

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Subject to the terms and conditions of the policy as issued by the Insurance Company. SIR for Work Comp \$1,000,000 per occurrence. Covers Montana State Resident Employees. All claims are administered by the Montana Contractor Compensation Fund (MCCF).

CERTIFICATE HOLDER

CANCELLATION

Cascade County Board of Commissioners
325 2nd Ave N Rm 111
Great Falls, MT 59401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



UNITMAT-03

SPAULSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Great Falls Office PayneWest Insurance, Inc. 405 3rd Street NW, Third Floor Great Falls, MT 59404	CONTACT NAME:	
	PHONE (A/C, No, Ext): (406) 761-1160	FAX (A/C, No): (406) 452-1172
INSURED United Materials of Great Falls, Inc PO Box 1690 Great Falls, MT 59403-1690	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Cincinnati Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		
NAIC #		
10677		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> STOP GAP-SEE BELOW GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP 0895192	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPP 0895192	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CPP 0895192	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Following Form \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Stop Gap - see attached form IA450 for limits: Additional Insured, Primary Non-Contributory, and Waiver of Subrogation do not apply to this form.

CERTIFICATE HOLDER

CANCELLATION

Cascade County Board of Commissioners
325 2nd Ave North, #111
Great Falls, MT 59401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

March 22, 2022

Agenda #4

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Resolution Establishing a Cascade County-Wide Pace Program

INITIATED & PRESENTED BY: Carey Ann Haight, Deputy County Attorney

ACTION REQUESTED: Approval of Resolution 22-21

BACKGROUND:

The 67th Regular Session of the Montana Legislature enacted the Commercial Property Assessed Capital Enhancement Act of Montana, Montana Code Annotated, Title 90, Chapter 4, Part 13 (the "PACE Act"), which allows the governing body of a local government to designate an area of the territory of the local government as a district within which an authorized local government official and the record owners of a privately owned commercial or industrial facility, covered multifamily housing accommodation as defined in § 49-2-305(6), MCA, or agricultural property may enter into written contracts to impose assessments on the property to repay the financing by the owners of Energy Conservation Projects as defined in § 90-4-1302(5), MCA.

On March 8, 2022, the Board of County Commissioners passed Resolution 22-16 (R0426703) which was a Resolution of Intent to Establish a Cascade County-Wide Pace Program. In conjunction with the passage of the Resolution of Intent and pursuant to MCA § 90-4-1306(1), the Board of County Commissioners published notice of this morning's public hearing on the proposed PACE program and report pursuant to MCA § 90-4-1306(1).

Cascade County has proposed two types of projects which will be deemed qualified projects for PACE financing and further subject to contractual assessments: "Energy conservation measures" and "Renewable Energy Systems". Additionally, Cascade County has proposed that the boundary of the district would be the entire geographic area within Cascade County's jurisdiction.

Financing for qualified projects under the PACE program will be provided by qualified third-party lenders chosen by the owners. Such lenders will execute written contracts with Cascade County's representative to service the assessments, as required by the PACE Act. The contracts will provide for the lenders to determine the financial ability of owners to fulfill the financial obligations to be repaid through assessments, advance the funds to owners on such terms as are

March 22, 2022

Agenda #4

agreed between the lenders and the owners for the installation or modification of qualified projects, and service the debt secured by the assessments, directly or through a servicer, by collecting payments from the owners pursuant to contracts executed between the lenders and the owners. The lender contracts will provide that Cascade County will maintain and continue the assessments for the benefit of such lenders and enforce the assessment lien for the benefit of a lender in the event of a default by an owner. Cascade County will not, at this time, provide financing of any sort for the PACE program.

Cascade County intends for the Montana Facility Finance Authority to serve as an independent third-party Program Administrator on the behalf of Cascade County pursuant to its Montana Commercial Property Assessed Capital Enhancements Program Guidelines.

RECOMMENDATION:

Approval of Resolution 22-21 a Resolution Establishing a Cascade County-Wide Pace Program.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Resolution 22-21 a Resolution Establishing a Cascade County-Wide Pace Program.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Resolution 22-21 a Resolution Establish a Cascade County-Wide Pace Program.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

**RE: CASCADE COUNTY RESOLUTION
ESTABLISHING A CASCADE COUNTY-WIDE
PACE PROGRAM**

RESOLUTION 22-21

WHEREAS, The 67th Regular Session of the Montana Legislature enacted the Commercial Property-Assessed Capital Enhancements Act of Montana, (the “PACE Act”), Montana Code Annotated, Title 90, Chapter 4, Part 13, which allows the governing body of a local government, including a County, to designate an area of the territory of the local government as a district within which an authorized local government official and the record owners of a privately owned commercial or industrial facility, covered multifamily housing accommodation as defined in § 49-2-305(6), MCA, or agricultural property may enter into written contracts to impose assessments on the property to repay the financing by the owners of Energy Conservation Projects as defined in § 90-4-1302, MCA; and

WHEREAS, the installation or modification by property owners of qualified Energy Conservation Projects in Cascade County will further the goals of increasing economic efficiency and energy conservation without cost to the public; and

WHEREAS, the Board of Cascade County Commissioners (the “County Commissioners”) find that financing Energy Conservation Projects through contractual assessments (“PACE financing”) furthers essential government purposes, including but not limited to, economic development, reducing energy consumption and costs, and conserving natural resources; and

WHEREAS, the County Commissioners adopted Resolution 22-16 (R0426703), a Resolution of Intent to establish a PACE program for Cascade County on March 8, 2022, including a reference to the MFFA Program Guidelines (hereinafter the “MFFA CPACE Program Guidelines”) prepared as required by Section 1305 the PACE Act and made the report available to the public via a link to the Montana Facility Finance Authority (the “MFFA”) website at www.lastbestpace.com; and

WHEREAS, the public hearing required by § 90-4-1306 MCA of the PACE Act at which the public could comment on the proposed program, including the MFFA Program Guidelines available for public inspection as mentioned above occurred March 22, 2022 in the Cascade County Commission Chambers Room 105, 325 2nd Avenue North Great Falls, Montana 59401 and via Zoom webinar; and

WHEREAS, pursuant to the PACE Act, the County Commissioners will delegate the administration of the Cascade County PACE program to the MFFA (the “Authorized Representative”) that can administer the program at no cost to the County. Administration by the MFFA will enable the program to be administered without use of Cascade County resources, will assure the objectives of impartiality and confidentiality of owner information, and will be convenient and advantageous to Cascade County.

NOW THEREFORE, be it resolved by the Board of County Commissioners of Cascade County that:

Section 1. Establishment of Program. Cascade County hereby adopts this Resolution Establishing the Cascade County PACE Program and finds that financing qualified projects through contractual assessments pursuant to the PACE Act is a valid public purpose and is convenient and advantageous to the County and its citizens. The program will be called Cascade County Commercial Property Assessed Capital Enhancement (Cascade County PACE”) and is herein called “the Program.”

Section 2. Elements of the Program. Cascade County has prepared a program plan, that includes the requirements of § 90-4-1305 MCA. This program plan is available for public inspection at the Board of County Commissioners, as well as located online on Cascade County’s Official Web Site at <https://cascadecountymt.gov>.

Section 3. Contractual Assessments. Cascade County will, at the property owner’s request, impose contractual assessments on the property to repay PACE financing for Energy Conservation Projects available to the record owners of a privately owned commercial or industrial facility, covered multifamily housing accommodation as defined in § 49-2-305(6), MCA, or agricultural property.

Section 4. Qualified Projects. The following two types of projects are qualified Energy Conservation Projects for PACE financing that may be subject to such contractual assessments:

1. “Energy conservation measures”: means a permanent cost-effective energy improvement fixed to real property, including new construction, and intended to decrease energy or water consumption and demand, including a product, device, or interacting group of products or devices on the customer’s side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature. The exemplary list of energy conservation measures codified at § 90-4-1302(4), MCA, is incorporated by reference herein.
2. “Renewable Energy System”: means a fixture, product, device, or interacting group of fixtures, products, or devices on the customer’s side of the meter that uses one or more forms of renewable energy to generate electricity or to reduce the use of nonrenewable energy. The term includes a biomass stove but does not include an incinerator or a digester. “Renewable energy” has the meaning provided in § 15-24-3102, MCA.

Section 5. District. The boundaries of the entire geographic area within Cascade County’s jurisdiction are included in the boundaries of the district where PACE financing and assessments can occur.

Section 6. Third- Party Financing. Financing for qualified projects under the Program will be provided by qualified third-party lenders chosen by the owners. Such lenders will execute written contracts with the MFFA to service the debt through assessments, as required by the

PACE Act. The contracts will provide for the lenders to determine the financial ability of owners to fulfill the financial obligations to be repaid through assessments, advance the funds to owners on such terms as are agreed between the lenders and the owners for the installation or modification of qualified projects, and service the debt secured by the assessments, directly or through a servicer, by collecting payments from the owners pursuant to financing documents executed between the lenders and the owners. Cascade County will maintain and continue the assessments for the benefit of such lenders and will enforce the assessment lien for the benefit of a lender in the event of a default by an owner. Cascade County will not, at this time, provide financing of any sort for the PACE program.

Section 7. Authorized Representative. The MFFA will be designated as the authorized representative with authority to enter into written contracts with the record owners of real property in Cascade County to provide notice of assessment levies imposed by the County to the County's assessor pursuant to the PACE Act to repay the financing of qualified projects on the owners' properties and enter into written contracts with the parties that provide third-party financing for such projects to service the debts through assessments. The County Administrator or his/her designee will be the liaison with the authorized representative.

Section 8. Enforcement. Cascade County will enforce the collection of past due assessments and may contract with a qualified law firm to assist in collection efforts.

Section 9. Amendment of Program. The Board of County Commissioners may amend the Program by resolution adopted after public comment at a properly noticed regular public meeting.

RESOLUTION 22-21
Cascade County Resolution
Establishing a Cascade
County-Wide PACE
Program

Adopted this 22nd day of March, 2022.

**BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY**

Joe Briggs, Chairman

James L. Larson, Commissioner

Don Ryan, Commissioner

ATTESTED this ____ day of _____, 2022

Cascade County Clerk & Recorder

* APPROVED AS TO FORM:

Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.